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THE WAPENTAKE OF WIRRAL

This edition is limited to 250 *copies.*

THE WIRRAL WAPENTAKE COURT AND MANOR HOUSE

Frontispiece *From a photograph by* JOHN BINGHAM, ESQ. *See page* 124

THE WAPENTAKE OF WIRRAL

A History of the Royal Franchise of the Hundred and Hundred Court of Wirral in Cheshire

With

An Appendix containing a List of the Officers and Lords of the Hundred from the Fourteenth Century; a Series of Leases of the Hundred from 1352 to 1786; and the Crown Grant of the Lordship of the Hundred in 1820

BY

RONALD STEWART-BROWN

M.A., TRIN. COLL., CAMBRIDGE

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PREFACE

LITTLE more than fifty years ago, within the memory of some now alive, there existed in Wirral a court of so-called justice owned by a private individual and upwards of a thousand years old. The power of summoning jurors, of fining offenders, of deciding the law, of ordering payment of debts, of levying distresses, has so long been associated by the present generation with courts administered by officials of the State, that it is difficult to imagine such powers in the hands of a private citizen. Yet for some years in the fifties the inhabitants of Birkenhead, Tranmere, Bebington, Neston, and other parts of Wirral went in daily fear of such a court.

The only attempt at an account of the Wapentake or Hundred Court of Wirral is contained in the last chapter of Mrs. Gamlin's book "'Twixt Mersey and Dee" (Liverpool, 1897) and deals only with the last forty years of the Court's existence. The author apparently obtained most of her information from a small pamphlet entitled "A Free Village Library, Bebington," published in 1878 for Mr. Joseph Mayer, F.S.A., containing the substance of articles which had appeared in the *Standard* news-

paper. Mrs. Gamlin's story, so far as it goes, is interesting, and suggested the need of a fuller account, but it contains many inaccuracies.

So extraordinary and incredible were these last years of the Court that the writer of Mr. Mayer's pamphlet classes the Wirral Wapentake with the "Cheiro-therium," traces of which were found near Bebington, and it was the performances of such a mysterious and powerful monster as he made it out to be that aroused my interest and led me to make the investigations the results of which are here set down.

The Hundred Courts of the County Palatine of Chester have been neglected by the writers of Cheshire history. One naturally turns first to the pages of Ormerod for information, but that given by him is very meagre. The Court of Wirral is dismissed with the bald and misleading statement that in 1816 it was farmed under the Crown, but it was no longer in existence. The accounts of those of Broxton, Eddisbury, Northwich, and Nantwich are scarcely any fuller. A little more detail is given of those of Macclesfield and Bucklow, and in the latter case dates and references to two Crown leases are given. In Mortimer's "History of the Hundred of Wirral," where one would expect to find full details, very little more information is given as to the Court of that Hundred. He prints (with many errors) a copy of the deed under which it was granted in 1820 to John Williams, but makes no attempt to carry the matter further. Sulley,

in his "Hundred of Wirral," makes no reference to the Court at all. Other writers on Cheshire history either ignore the Court entirely, or just mention its existence.

It will be seen, however, that there are in the Cheshire Recognisance Rolls and Ministers' Accounts, and elsewhere in the Record Office, a series of Leases and records of the officers of the Hundred Court of Wirral from the year 1352 down to the year 1820. It is true that Ormerod refers to a few of the entries on the Recognisance Rolls, but chiefly in footnotes and merely for the purpose of recording the names of the office-holders for genealogical purposes. I think I may claim to be the first to make any extensive examination of the Cheshire Ministers' Accounts for historical purposes. About 250 years have been examined. The series of leases have never been dealt with before, which is remarkable in view of the fact that they are leases of the "Hundred of Wirral," upon which two special works have been written.

As some of the oldest courts of justice in the kingdom, the Hundred Courts seem to deserve fuller treatment than has been given to them, and I have here endeavoured to trace, from such records as exist, the history of one. I am not aware that the devolution of a Hundred franchise has ever been traced in detail before, though a similar chain of documents might perhaps be unrolled for other Hundreds. But very few Hundred Courts were at all active after the end of the eighteenth

century, and it is more than doubtful if the last years of the Wapentake of Wirral have any parallel.

My aim in writing this book has been, in the first place, to make it an accurate record of facts; and though, as a secondary object, I have tried to make it as readable as I could, from the very nature of the subject it has not been possible to avoid some dry details and a certain amount of legal technicality. At the risk of making the narrative a little jerky, I have generally dealt with events in chronological order.

To those to whom the ancient history of so prosaic an institution as a law court may present little interest, a suggestion is made. It is that they read Part II. of this history first. If then, as can hardly fail to be the case, after reading of the extraordinary events, some of which took place little more than fifty years ago, they feel any curiosity as to the origin and history of the legal powers so grossly abused, the early part of this book may, I hope, enable them to satisfy it.

One word as to the title of this book. The Hundreds of Cheshire were never called Wapentakes, and that word does not occur in any records of the Court of Wirral except in the Act of Parliament abolishing it. But it has been commonly used to describe it, and as the existence of two works on the "Hundred of Wirral" renders that title unavailable, I have been left to adopt one which, historically, is perhaps inappropriate.

My thanks are due to Joseph Hoult, Esq., J.P., for

kindly allowing me to see documents and deeds relating to the Wirral Manor House; to Messrs. Roberts and Martyn of Chester for readily allowing access to the title-deeds from 1820 to the present date, and for some interesting information; to Mr. E. A. Roberts, the occupant of the Manor House, for particulars of the Court-house and for leave to photograph it; to John Bingham, Esq., for the photograph; to Messrs. J. M. Quiggin and Son for valuable information with regard to the events subsequent to Samuel H. Moreton's death; to William Farrer, Esq., A. Ballard, Esq., B.A., LL.B., E. Stewart-Brown, Esq., M.A., William Cooper, Esq., W. Fergusson Irvine, Esq., F.S.A., Andrew Commins, Esq., LL.D., Robert Gladstone, Esq., Jun., B.C.L., M.A., Captain F. C. Beckett, Mr. Thomas Smith of Birkenhead, and Mr. Thomas Field, for assistance in many details; to the Board of Treasury for particulars of the compensation paid on the abolition of the Hundred Court; to the Commissioners of Woods, Forests, and Land Revenues; and to many others who have kindly replied to inquiries. The standard works on constitutional and legal history have been laid under contribution, whilst the Calendar of the Cheshire Recognisance Rolls has been invaluable.

The collection of the information from the Record Office, county histories, old newspapers, legal proceedings, ancient inhabitants, and many other sources has been no slight task. Mr. W. K. Boyd has taken great trouble

and interest in making extracts for me from the Cheshire Ministers' Accounts. Many of the entries are obscure, but I have done my best to get at their meaning and consulted persons of greater experience than myself. As regards the last years of the Court's existence, I found there are only very few persons living who have any personal recollection of the facts connected with its abolition, and in a few years more many details would have been lost for ever. There are gaps and omissions which I should like to have avoided, and doubtless errors which will be pointed out; but I venture to hope they are not serious, and that in spite of them the facts will be thought worth recording.

R. STEWART-BROWN.

FAIROAKS,
BROMBOROUGH,
WIRRAL, *November* 1907.

M. A. = Ministers' Accounts (Cheshire).
C. R. R. = Cheshire Recognisance Rolls (Welsh Records).
C. P. R. = Cheshire Plea Rolls (Welsh Records).

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THE
WAPENTAKE OF WIRRAL

PART I

CHAPTER I

THE HUNDRED COURT

Meaning of Hundred and Wapentake—The Hundred Franchise—Civil and Criminal jurisdiction—Forty Shillings limit—View of Frankpledge—Subjects of Enquiry—The Judgers—The Affeerors—The Suitors—The Sheriff's Turn.

THE Hundred of Wirral is one of the seven Hundreds of Cheshire, and is the name given to the narrow strip of land which separates the Mersey from the Dee. The object of the present work is to give a chronological account, so far as it can be gathered from existing records, of the Wapentake or Hundred Court of Wirral. The history of the Hundred itself and its inhabitants forms no part of the writer's scheme, and for it reference must be made to other works.

After a brief explanation of the nature of a Hundred Court, a few scattered references to that of Wirral will be used to throw light on its history up to the middle of the fourteenth century, when the records of Cheshire really begin. For the following five hundred years it

will be possible to trace, almost without a break, the many hands through which this Law Court passed, and to follow it, through gradual decay from natural causes, to a final spasm of scandalous activity, leading to its ultimate extinction in our own times.

Before embarking, therefore, upon the details of the history of the Court of Wirral, a short account of the nature and jurisdiction of a Wapentake or Hundred Court will first be given. A scientific or critical examination will not be attempted, but only sufficient will be set down to enable the reader to appreciate what is subsequently related.

All our Courts of justice doubtless had their origin in the natural instinct of men to meet together for the discussion of their affairs, for their mutual defence, and for the settlement of their disputes. The development of such meetings into organised and periodical Folk-moots, and their subdivisions into village meetings, tribal meetings, and national assemblies, each under its recognised leader, have been exhaustively dealt with by many writers; and it is sufficient to say, with regard to pre-Anglo-Saxon times, that the Hundred Courts (to take the subdivision with which we are here concerned), undoubtedly originated in primitive meetings, generally in the open air, of bodies of persons having community of interests by reason of local residence.

The origin of Hundreds and Wapentakes is mainly a matter of speculation upon which a great deal has

already been written, and no attempt will here be made to discuss it. The division of England into Hundreds perhaps dates from the seventh or eighth century, and both Hundreds and Wapentakes[1] are mentioned in the laws of Edgar (A.D. 959–975), by which time the term "hundred" had lost all numerical significance. For present purposes "hundreds" and "wapentakes" may be treated as synonymous, and meaning territorial divisions of a shire. A shire was divided into so many hundreds or wapentakes, each of the latter comprising so many vills or townships.

In Anglo-Saxon times the two principal local courts of justice in the shire were a Hundred Court for each Hundred or Wapentake, and the Shire Court for the whole county. The profits of jurisdiction in the former (with which alone we have to deal) were a Royal perquisite or franchise and belonged to the King, but frequently were granted to individuals or churches. The possession or Lordship of a Hundred did not imply any rights of property in the land within the Hundred, but only a liberty or franchise to hold the Hundred Court and to exercise certain rights and privileges in connection with it. The periodical gatherings together of the men of the Hundred for judicial and military purposes became so identified with the district as to be called "the Hundred," or "the Wapentake," and so

[1] Wapentake = the taking stock and count of the weapons of the able-bodied men of the district—a weapon-showing or local muster (Latin *Monstrare*, to show).

those expressions came to be used to mean either the district or the Court.

A Hundred Court had both civil and criminal jurisdiction within the Hundred. In Anglo-Saxon days folk-right and custom would be declared at the sittings of the Court and the law expounded to the people of the Hundred. The profits of the Court were collected for the King by the royal "reeve" or bailiff of the Hundred. The Court would be presided over, or at any rate convened, by the Hundred-man or head of the Hundred.

As regards civil jurisdiction, a Hundred Court exercised practically the same authority in the Hundred as the Court Baron did in the manor. Besides controversies respecting land, it entertained personal suits for debt, trespass, &c., originally to any amount, but in the reign of Edward I. a limit of forty shillings[1] was placed on all suits in inferior courts, such as those of the Hundred and County.

The criminal jurisdiction of the Court after the Norman conquest was exercised ir the Court Leet and View of Frankpledge, and the Sheriff's Tourn. One of the original objects of the View was to inspect the freemen of the Hundred to see that each was present and had the necessary sureties for his good conduct. In course of time this safeguard for the peace of the

[1] Probably by the effect of the Stat. of Gloucester, 1278. This sum, equal to about £30 of our money, of course then represented a far larger jurisdiction than in later years. The limit existed when the Courts were abolished in the nineteenth century, and was no doubt one of the many causes contributing to their decay.

Hundred lost its significance, but the necessity of attending the Court remained, and suitors who neglected to do so were fined.

Beside the viewing of the freeholders, and after it became obsolete, the criminal business of the Court consisted in judicial enquiries into a variety of matters, including certain crimes and misdemeanours in the Hundred, minor breaches of the peace, and offences against public trade. Among the subjects of enquiry were encroachments, stoppage of ways, housebreakers, thieves, affrays, escapes, forgers, treasure trove, breakers of the assize of bread and ale, false measures and weights, and two classes of persons whom we still meet with, namely, "such as continually haunt taverns and no man knoweth whereon they do live," and "such as sleep by day and walk by night, and eat and drink well and have nothing."[1] The more serious offences were only punishable in the Royal Courts.

The judges or "judgers" of the Court were twelve "good and law-worthy" (*legalis*) men of the Hundred, usually yeomen with a sprinkling of knights and persons of standing. The method of business was that these "judgers," and also any of the suitors who knew of the commission of any offence, "presented," or publicly notified, the offender at the Court. If the offence was proved, he was placed "in mercy" and either fined or made to give sureties for his behaviour, or the offence was

[1] Stat. de Visu Franciplegii 18 Edward II.

reported to the Royal Courts for punishment. The essential difference between this body of "judgers" and the modern jury was that the "judgers" were chosen for their local knowledge, and presented offences which they personally knew to have been committed. They were not, like the modern jury, simply judges of facts of which they had, in theory, no previous knowledge.

The amercements were assessed by two suitors termed "affeerors," whose duties will be explained on a later page.[1] Persons under twelve and over sixty, and women, were excused from attendance, but all others resident in the Hundred were bound to be present, or to give satisfactory "essoynes" or excuses. These were the "suitors." At a later date (in the reign of Henry III.) prelates, clergymen, and peers were exempted, and suitors were permitted to appoint attorneys to do suit for them. The Court sat monthly and was presided over by the Bailiff or Steward of the Hundred, and the profits went to the owner of the Hundred. Twice a year, however, after Easter and Michaelmas, the Sheriff of the County would go on his "Tourn," or circuit, and preside at the Leet. It was probably only at these two sittings of the Court that suit and service was due, and consequently the Court would be more largely attended than at the monthly sittings. The fines and fees on these two days went to the Crown or to the Sheriff if he farmed his office.

[1] See *post*, page 112.

The criminal or police jurisdiction of the Hundred Courts gradually became of less importance consequent upon the establishment of Justices of the Peace with concurrent jurisdiction, and the holding of assizes and quarter sessions; and the Court survived to modern times practically only as a Court of limited civil jurisdiction.

CHAPTER II

FROM ANGLO-SAXON TIMES TO THE END OF THE THIRTEENTH CENTURY

The Hundred Court of Wirral—Wilaveston the meeting place—Predomesday times—Domesday references—The Hundred Court in Norman Days—Exemptions from attendance—Birkenhead Priory—Launcelyn of Poulton—Earl Randle's Charter of Liberties—Manor of Neston.

AFTER having thus very briefly, and without reference to chronology, sketched the nature and jurisdiction of a Hundred Court, we may turn to the history of that of Wirhael, Wyrehale, or Wirral, as it was variously spelt at different periods.

In spite of the absence or scanty nature of early records, there can be no doubt that the Hundred Court of Wirral existed in an organised form a thousand years and more ago. As one of the Hundreds of Cheshire, Wilaveston or Wilaston (as Wirral was anciently called) would have its Mote which, possibly, at some very early time may have met at Thingwall, the Danish "meeting town" near Thurstaston. The name "Wilaveston" itself probably refers to the meeting place of the Hundred. Every Hundred had an appointed place of assembly, from which it frequently derived its name. Many Hundreds bear the name of a village within their

borders; others derived their name from meeting at a prominent object such as a well-known stone, barrow, or hill. The old Cheshire Hundreds chiefly fell within the latter class.[1] Probably the meeting place for Wirral was at a stone near where the village of Willaston later sprang up. Whether the stone was named after some one called Witlaf,[2] or became known as the Wirhael-stone, and hence Wilaveston, is a matter of conjecture. The existence of such a stone in approximately the centre of the Hundred, and the derivation from it of the name of the Hundred were suggested some years ago by another writer[3] to whom, however, the idea that it was the meeting place of the Hundred-mote does not seem to have occurred.

The Hundred of Wilaveston comprised upwards of fifty vills or townships, for the most part lying in modern Wirral, but including five which are now part of the Hundred of Broxton, viz., Upton, Picton, Wervin, Trafford, and Guilden Sutton. Each of these townships would be represented at the Hundred-mote by their reeve and four chief men. The Hundred-man would probably be nominated either by the King or by the Earl of Mercia, and would be assisted by twelve freeholders

[1] *e.g.* Bucklow, Exestan, Dudestan, Warmundestrov, Atiscros, &c., see Brownbill, "Cheshire in Domesday Book." Hist. Soc. of L. & C., vol. xv., N.S. 1.

For instances of Hundreds elsewhere, see Stubbs' Const. Hist. i., 119–20, Ballard's "The Domesday Inquest," and Gomme on "Primitive Folk Moots."

[2] As Mr. Brownbill thinks. See his paper already referred to.

[3] W. H. Black, F.S.A., Report on Foreshore Rights, 1868. There is reason to believe the stone exists under one of the farm houses in the village.

of the Hundred in administering justice. By them the law of England and the customs of the Hundred would be declared, whilst questions of fact would be tried by compurgation and ordeal. The profits of the Court would be divided between the King and the Earl, the latter taking one third as the "3rd penny of the County."

From Domesday Book it appears that in the time of Edward the Confessor the pleas of the County Court and of the Hundred Courts of Cheshire[1] were farmed (or leased) by one Mondret (who also farmed the City of Chester) for £50, and one mark of gold. We also learn from Domesday Book that the magistrates of the City of Chester were bound to attend the sittings of the Hundred Court and were fined 10s. if they were absent without reasonable excuse, the fine being shared between the King and the Earl.[2]

When, upon the conquest of England, William I. became feudal owner of the whole country, he consequently became Lord of all Hundreds and entitled to the revenues of all the Hundred Courts. These royal franchises in the case of most Hundreds remained vested in the Crown for generations, though in some cases the Lordship was sold or granted outright. The Hundreds of Cheshire, however, were part of the pos-

[1] The pleas from the cantred of Inglefield were excepted.

[2] "Si quis de Hundret remanebat die quo sedebat sine excusatione manifestâ, x solidis emendabat inter regem et comitem."

sessions given by the Conqueror to the Norman Earls of Chester, and remained alienated from the Crown, until, upon the death of John Scot, Earl of Chester, in 1237, Henry III. took the earldom back into the hands of the Crown, created his son Edward Earl of Chester, and granted to him, amongst other things, all the Hundreds and Hundred Courts possessed by the Norman Earls of the County.[1]

The Court of Wirral up to the time of the Conqueror would be attended by such of the Abbots and Priors of the county as possessed lands in the Hundred and had no charter of exemption. Ecclesiastical suits would be tried there, and possibly the Bishop sat with the Sheriff to assist him to decide them. William I. very soon removed all such pleas into the ecclesiastical courts. But the Church dignitaries who owned lands in the Hundred, and their tenants, would still be obliged, as a rule, to attend and do suit and service, though in many cases we shall find they were excused. The attendance of ecclesiastics at the Hundred Courts was entirely abolished in the last years of Henry III.[2] Whilst the Hundred of Wilaveston was under the Norman Earls, the Court would be an important asset in their hands, both as a check on the undue growth in influence of the Abbot of St. Werburgh and the Prior of Birkenhead, and as a source of revenue.

[1] See Ormerod (1882), i. 150, where the deed is printed.
[2] Stat. of Marlborough, 1267.

There are very few records relating to the Court at these early dates. But we may feel sure that the Hundred-man and some of the freeholders formed part of the jury whose oath supplied to the King's Commissioners the details required for their survey of the Hundred contained in Domesday Book. The information there given, however, relates to the fiscal resources of the Hundreds, and the organisation and jurisdiction of the Hundred Courts are not explained.

One of the earliest reminders of the existence of the Court of Wirral arises out of the strong religious feeling of the times, which made it of importance to gain the goodwill of the Church, for which purpose many privileges were granted. During the twelfth century one of the Randles, Earl of Chester, granted to the Prior of Birkenhead and to his monks that they and their freemen should be free and quit of the burden of paying suit to the Hundred Court of Wilaveston. Apparently the monks used to pay to the Sheriff eightpence (as Sheriff's aid, or perhaps in lieu of attendance at the Turn), and of this also they were relieved. Many years afterwards, in the reign of Edward III., the Prior of Birkenhead was called upon to prove his right to this exemption, and produced the charter from Earl Randle as evidence. It also appears from this enquiry that the Prior had been improperly holding a Court for the enforcement amongst his tenants of the assize of bread and beer, offences against which were only

presentable at the Hundred Court in the absence of a grant of special power to do so in a manorial Court. The Prior disclaimed any right to do this,[1] and it was ordered that the privilege be taken into the hands of the Earl, so that the Prior's tenants offending against the assize might be in attendance at the Turn of the Sheriff in the Hundred Court. The Prior was amerced for his presumption.[2]

Privileges similar to those granted to the Birkenhead Priors were also granted to the Abbot of St. Werburgh, and to the monks of Dieulacres; and in the reign of Henry III. we find the local Bishop (then of Lichfield and Coventry) claiming a general exemption for himself and tenants from attendance at the Hundred Courts.[3]

Favoured individuals also obtained these privileges. Robert Launcelyn of Poulton-in-Wirral was granted by Randle Meschines, one of the Norman Earls of Chester, exemption, for himself and his tenants of the Manors of Poulton and Nether Bebington, from attendance both at the Hundred and Shire Courts. This charter was pleaded by one of the family in the reign of Edward III.,

[1] A right to enforce the assize in his Court at Shotwick had been successfully set up by the Abbot in the reign of Edward II., noted p. 64, vol. xix.-xx., N. S., Trans. Hist. Soc. of Lancs. and Ches.

[2] The plea is badly printed in Ormerod (1882), vol. ii. 462. It is there noted that this plea to *quo warranto* contains perhaps the last instance of the use of the name of "Wilaston" for "Wirral." A marginal note in the plea seems to have been necessary at that date to explain their identity.

[3] *Quo warranto.* Hen. III.

and the Sheriff ordered to allow the privilege.[1] Another exempted person in Wirral was Sir William Troutbeck of Dunham who, in the reign of Henry VI., claimed for himself and his tenants of the Manors of Little Neston and Hargrave, freedom from all suit to the Hundred Court, a privilege no doubt dating from Norman times.[2]

Mention must also be made of a comprehensive charter granted by one of the Randles to a William Fitz Gerard which, besides freeing him from suit of court both for County and Hundred throughout all the Earl's lands, granted to him house bote, hay bote, and fire bote, with license to purchase land.[3]

Early in the thirteenth century the third Randle, Earl of Chester, gave a general charter[4] of privileges to his barons which will be referred to again later on. Amongst other things, it provided that if any "judger" (or juror) or any suitor of the Hundred or County Court should be amerced in the Earl's Court, the "judger" should go free on payment of two shillings, and the

[1] Cheshire Plea Rolls, 4 & 5 Ed. III. m. 12. The same charter was exhibited temp. Hen. VII. by William Launcelyn, additional information being given that the charterers were only to answer for offences before the Chief Justice of Chester, and that Robert Launcelyn was to give the Earl one bay charger. C. P. R. undated but 20 Hen. VII. m. 16.

[2] Ormerod (1882), ii. 39. Exemption from service on juries of the Hundred and County Court was granted to Hamo de Mascy on account of the good service done for the Earl of Gascony and especially at the battle of Poictiers (C. P. R. 36–39 Ed. III. m. 7); also to Sir John Massy (C. P. R. 46 & 47 Ed. III. m. 21) and to many others.

[3] C. P. R. 11 & 12 Ed. II. m. 4 d.

[4] Pat. Roll. 28 Ed. I.

suitor on payment of twelve pence, a provision illustrating the relative importance of such persons. An important concession was made by giving each baron liberty to defend all his manors and lordships in the Hundred and County Courts by having his own steward present there to represent his interests.

It was customary to promulgate laws and ordinances at the Hundred Court. Magna Carta must have been there proclaimed, and another instance occurred, upon the passing, in 1275, of the batch of laws known as the statutes of Westminster, when Edward I. issued a mandate by letters patent[1] to the Justiciar of Chester to cause these laws to be read and solemnly proclaimed in each of the Hundred Courts, and in the County Court, the cities, boroughs, and vills merchant of the shire.

Lands were often held from the Crown under the obligation of furnishing a "judger" at the royal and local courts. The only case in Wirral found by the writer is revealed by the enquiry held on the death, in 1278, of Robert de Montalt, one of a line of Cheshire barons who were hereditary stewards of the earldom. We learn that he held the manor of Neston in Wirral from the King *in capite* by the service of finding a "judger" for the County Court and for the Court of the Hundred of Wilaveston.[2]

The Hundred Court had no jurisdiction over the

[1] Pat. Roll. 3 Ed. I.
[2] Williamson's Villare Cest.

Forest of Wirral and all pleas relating to forest law and custom were dealt with at the Forest Eyres by royal justices. We may infer, perhaps, that during the period of Wirral's afforestation, the Hundred Court would not be very largely attended.

CHAPTER III

THE SERJEANTS AND BEDELLS OF THE PEACE

Police system of the Earls of Chester—Grand Serjeant—Randle's charter—Serjeants of Wirral—Farms of Hundred Courts—The bedell and bailiff—Abuses—Inquisition, temp. Edward III.

SUCH are the very scanty references and facts that can be gathered together with regard to the history of the Court up to the commencement of the fourteenth century. Soon after that date material becomes more abundant. But before we plunge into it, an outline of the police system of the Earls of Chester is necessary in order to appreciate the position of the officials whom we shall find controlled the Hundred Courts.

Before the institution of justices of the peace the preservation of law and order was entrusted to certain palatine officers, called serjeants of the peace, under the control of a Grand Serjeant. These serjeants, attended by a staff of assistants, known as bedells, perambulated the Hundreds, taking cognisance of all offences against the peace. They had power to arrest offenders, and in early days might instantly behead them, if caught in the act, or if sufficient evidence was immediately forthcoming, and claim a fee of a shilling

a head from the Earl[1]; otherwise they had to present the robber or wrongdoer for judgment at the Hundred Court, or before the Earl's justice. Their duties also included making proclamations, the execution of attachments and distresses, and the service of summonses and writs. The expense of the maintenance (called "putura") of these serjeants and their retinue lay upon the Hundred, or rather upon certain of its inhabitants. We find that only those persons who resided on what were called "Warelands" or "Warlands" were bound to afford this maintenance in rotation. The exact nature of "Warlands" (from *wara*=ward) has been the subject of much discussion,[2] but as this was chiefly in connection with its use in Domesday Book, it is not necessary to refer to it here. "Wara" means defence or protection,[3] and in Domesday seems to have been applied to lands which "defended" or exonerated other lands from payment of the Danegeld by taking over the liability and having their own assessment increased. This does not at first seem to be relevant to the "Warlands" of Cheshire in the thirteenth and fourteenth centuries, but the connection may be found in a not unwarrantable assumption[4] that after the geld

[1] The heads were exhibited at Chester Castle, temp. Edward I. Harl. MSS. 2115, 2074, 232. For an instance of the payment of the fee to Sir Richard Sutton and Isabella his wife, see M. A. 771.

[2] "Villainage in England" (Vinogradoff), i. 241; "Feudal England" (Round), 117, and elsewhere.

[3] See "Borough Customs" (Selden Soc.), vol. ii. clix., and "Feudal England" (*loc. cit.*)

[4] Suggested to the writer by Mr. Ballard, and concurred in by Prof. Vinogradoff.

ceased to be levied in the twelfth century, the term "warland" perhaps became used simply to mean lands which acquitted other lands of *any* renders or payments; and thus was applied to those lands in the Hundred from which alone puture for the serjeants of the peace, or forest serjeants, could be exacted.[1]

From a record of the reign of Edward I. it appears that the lowest kind of warland in Cheshire contained an acre, and that no puture (for the forest serjeants at least) could be exacted from tenants of less.[2] Payment in kind, food, drink, corn, dogs-meat, &c., constituted the original "puture," but in course of time it was commuted into a monetary payment.

During their rounds, the serjeants and bedells had to take "pot luck," and were only entitled to demand such meat and drink as might happen to be in the house when they visited it. Only two, or at the most three, of the party would be billeted upon each house, and after a supper, a night's rest, and a morning meal, they had to move on again, leaving that house free from the obligation until its turn came round again.[3]

There seems to have been originally twenty serjeants

[1] "Warland" in Cheshire seems to be the same as "terra puturae": *cf.* pleas of Baron of Dunham Massy (Harl. MSS. 2008), and of Baron of Halton (Ormerod (1882), i. 703).

[2] Plea of forester of Delamere (31 Ed. I.), Harl. MSS. 2115, 232, and printed Ormerod (1882), ii. 109.

[3] A similar kind of system to the "firma unius noctis" of Domesday, and the "gwestva" of Wales.

(with, of course, numerous sub-servients) for the whole of Cheshire, but the charter of Randle the third, already mentioned, reduced the number in time of peace to twelve, with one horse for the Master Serjeant (for which free provender could only be claimed between Easter and Michaelmas by courtesy), though in time of war the number of the serjeants was to be regulated by the advice of the barons and the judges. An attempt to remove a grievance may be recognised in the statement in this charter that the serjeants were no longer to exact gifts or sheaves of corn as part of their board and lodging.[1] The dignity and jurisdiction of the great barons, to be mentioned later, was safeguarded by a provision that the Earl's serjeants were not to eat in any of their manor houses, or to exact board and lodging from them.

The Grand Serjeanty of Cheshire was a hereditary office held by the Suttons and other barons of Malpas. But the jurisdiction of the Grand Serjeant does not seem to have included either Macclesfield or Wirral.[2] The Serjeanty of the former was held at the commencement of the thirteenth century by one Adam de Sutton, but about 1220 it was granted to the Davenport family,[3] while the exemption of Wirral from the general system

[1] *Cf.* the provision in the Forest Charter of Hen. III., that the bedells are not to take scotale or sheaves improperly.

[2] Harl. MSS. 2155, f. 75.

[3] The charter is printed in Earwaker's "East Cheshire," ii. 379. See also Ormerod's "Cheshire" (1882), iii. 61.

perhaps arose from the fact that in these times it was under forest law. A similar system of serjeants for the forests of Cheshire was in force (those in Wirral being under the control of the Storetons, and the Stanleys at a later date), and their perambulations were no doubt sufficient in those days for the preservation of order in Wirral in times of peace. At any rate, we find that one of the Randles, Earl of Chester, granted a charter[1] to the freemen of Wirral acquitting them from all liability to feed serjeants of the peace, but preserving the obligation to do so in respect to the forest serjeants throughout the whole Hundred, except in the manors of the Abbot of Chester (Eastham, Bromborough, Irby, and Sutton), whose position in Wirral was perhaps at this time almost equal to that of the great barons in other parts of Cheshire. This charter, however, still kept Wirral liable to find and maintain as many as twelve serjeants if any business rendering them necessary should arise. On the de-afforestation of Wirral, the necessity for a serjeant with a staff of bedells again arose, though the Serjeanty had become by then merely a nominal position, sometimes included in the farm of the Hundred.

Each of the great barons of Cheshire had his own organisation of serjeants and bedells, who exercised, within the limit of their lord's district, much the same jurisdiction as the serjeants of the Earl. A great deal of documentary evidence exists, but cannot be dealt with

[1] Pat. Roll, 28 Ed. I.

here, illustrating in the most ample manner what were the duties and privileges of these baronial serjeants, and has been used to throw light upon those of the Earl's serjeants, which would certainly not be less important.[1]

The manner in which the close connection of the bedells with the Hundred Court and their control of it seems to have arisen must next be traced.

As the representative of the Earl of Chester, the Sheriff was responsible for the revenue of the county, and had to render account, at the Earl's exchequer at Chester, for the income of the Earl's demesnes and franchises. To assist in the collection and realisation of this revenue, various officers were appointed, escheators, vendors of the goods of felons, and many others.

The profits from the Hundred Courts of the County Palatine contributed a large annual sum, and its collection was placed in the hands of the officers of the Hundred. In many cases the revenue would be simply collected by "approvers," but a system grew up of farming out the right to collect the profits of the Hundred Court to the bedells or to the bailiffs. Such farms carried with them either the whole or portions of the issues of the Hundred, for which the lessee paid a yearly rent, and when he took the whole profits, he naturally used to preside by himself or a steward in the Hundred

[1] See Ormerod's "Cheshire" (1882), vol. ii. 703 (Halton); iii. 61 (Davenport); ii. 601 (Malpas); iii. 187 (Kinderton); i. 526 (Dunham); iii. 790 (Stockport); ii. 108 (Delamere). Also, Earwaker's "East Cheshire," i. 345; ii. 3–7.

Court. After paying his rent, he made what profit he could out of the fees and amercements or so much of them as he had leased. If he farmed the whole revenue, the bedell became, for the term of his lease, to all intents and purposes lord of the Hundred, and as such would naturally be a person of considerable importance and influence in the county; and his position must not be confused with the lowly one of the mere sheriff's officer, whose chief business is to serve writs and levy executions.

It is not surprising to find the bedells as farmers of the Hundred. The serjeants of the peace (whose assistants they were) had the duty of presenting offenders at the Hundred Court, and were, we shall find, rewarded with a portion of the profits. No doubt, in process of time, the bedells became localised officials in each Hundred, the Court of which they would regularly attend. Its business would to a considerable extent depend upon their activity, and it is therefore natural to find them leasing an office, the profits of which their own exertions could largely augment. The office of bedell seems nearly always to have been held in conjunction with that of the bailiff of the Hundred, who was an official of the Earl, charged with the execution in the Hundred of the royal and palatine writs and commissions. He perhaps also assisted to collect subsidies and taxes. He does not seem to have taken much part in the local administration of justice in the Hundred Courts, but from the fact that

the same person nearly always held both offices, it is very difficult to draw a defining line between the duties of bedell and bailiff. But it is the bedell who always appears on the Sheriff's accounts in connection with the issues of the Hundred, whilst we shall find that it is to the bailiff that all royal commissions and orders affecting the Hundred are always directed. In course of time the two offices practically merged, and we find frequent mention of one single "office of bailiff or bedell." No one could, of course, be forced to take a lease of either office, but there is ground for thinking that the "approvers" were sometimes appointed without regard to their wishes, and were bound to serve a term of office. We have, for example, the case of William Partridge, to whom, as a special favour, having fallen from his high estate, letters patent[1] were granted by the Prince of Wales exempting him, on account of his poverty, from being appointed a sheriff's bailiff, bedell, or "catchpol" in any Hundred of Cheshire.

The farming of these offices led to great hardship in many parts of England, both on the Sheriffs and on the county. Each shire was assessed to a certain rent or farm, for the collection of which the Sheriff was personally responsible. Each Hundred was rated to this farm, which was occasionally raised by royal surveyors. In some cases the Sheriff himself used to let the profits of

[1] C. R. R. (1401), No. 75, m. 1, d. 1. A good description of the bedell, both as farmer and approver, is given in Rot. Hund. ii. 204-5.

the Hundreds at a higher rate than that at which they were assessed, the farmers in their turn having to exact the increase in some way out of the people. In other cases, in spite of the raising of the farm of the shire, there would be in existence leases by the Crown of the Hundreds at the old rent; but the Sheriff, notwithstanding, was made responsible for the increased assessment, which he had to account for either out of his own pocket or, more usually, by exactions from the people of the Hundred. Various laws[1] were passed to remedy these and similar grievances, the effect of which was to prevent the sale or gift outright of a Hundred, and also to prohibit leases except through the Sheriff of the county and at the rent for which he was responsible; the rents were also to be reduced to the amounts which formerly had been paid. Stringent inquiries were held from time to time into the conduct of the sheriffs and bailiffs of the kingdom, and many were dismissed for misbehaviour.

These abuses principally took place in the thirteenth century, and, owing to the date when the regular palatine records begin, there is little to show whether they occurred in Cheshire as in other counties. There can, however, be no doubt that they did, and continued to do so, and that the Hundreds of Cheshire were farmed by the Earls and their Sheriffs in a burdensome manner. This would be the easier because the laws of the rest of the kingdom could not be enforced in the county, and the remedial

[1] 2 Ed. III. c. 12; 14 Ed. III. c. 9, &c.

measures referred to would have little or no effect in it. Moreover, we find that in the reign of Edward II. three justices itinerant were appointed to inquire into the behaviour of the palatine bailiffs and ministers, a commission doubtless rendered necessary by their exactions and abuse of office. In other ways, too, the proceedings of the officials had frequently to be looked into. The loss or misappropriation of the fees payable in the Hundred of Macclesfield in lieu of puture was the subject of inquiries in 1281[1] and 1283,[2] and in 1357 we find Edward III. addressing a letter[3] to the Justice of Chester commanding him to summon the serjeants of the peace, as it was alleged they had leased their offices to undutiful persons who were slack in maintaining the King's peace and even concealed the commission of trespasses. The way in which the officers of the Hundreds abused their position is clearly shown by an inquisition[4] in the reign of Edward III. The freeholders (or charterers) of the county of Cheshire complained of undue oppressions and extortions practised by the bedells (who were sometimes called serjeants of the Chamber). It seems that up to the time of Edward I. and Robert de Bulkyleigh, Sheriff of Chester, the bedells had served their summonses in person, certified by the testimony of two freeholders at the Courts, but subsequently the bedells had forced the freeholders to serve the summonses, and took fines from them of one,

[1] Pat. Roll, 9 Ed. I. i. 471.
[2] Close Roll, 1 Ed. III. i. 226.
[3] Pat. Roll, 11 Ed. I. ii. 76.
[4] C. P. R. 4 & 5 Ed. III. m. 15.

two, or three pence that they should not be sent to do so far from home. Later on, the bedells, growing bolder, not only delivered to the freeholders the panells of names directed to them by the Sheriff, but other panells of unlimited names, and forced the freeholders to serve the summonses both within and without the Hundred in which they lived under pain of a fine. The Justice of Chester endeavoured to avoid holding this inquiry as he saw it would tend to the great decrease of the revenue of the Sheriff, but he was forced to proceed. In the result it was decided that the freeholders were bound to serve the summonses, but only in their own Hundred, and for panells of twenty-four names; and that they could only be called upon to testify to the service at the next sitting of the Court. No freeholder was to be called upon to serve a second summons[1] until all others in the Hundred had served in turn, and the bedells were no longer to take gifts, such as straw for thatching (*thiggyng*) or casual meals (*fulcenale*),[2] but were only entitled to their puture in the houses of persons residing on Warlands.

[1] The summons in the case of the neighbouring Hundred Court of Eddisbury was anciently performed by a messenger, who bore a large oaken ball, perforated and slung on a leather thong, the ends of which were fixed on an iron bar. After summoning one township, the messenger was met on the limits of the next by another man, to whom he transferred the summons and the ball, which were sent in this manner round the Hundred. Ormerod (1882), ii. 4.

[2] Professor Skeat thinks "thiggyng" is the Anglo-Saxon "thiging"=the taking of anything to eat or drink (*N. & Q.* 10 S. viii. 92); but for reasons given in *N. & Q.* 10 S. viii. 296, the writer thinks it is Anglo-Saxon "theccan"=straw or thatch. The writer adopts Professor Skeat's view at the former reference that "fulcenale" may be translated as "a casual lunch." Similar kinds of exactions by bedells and forest officers were "filctale," or field-ale, and "sothale," or "scotale."

CHAPTER IV

THE REVENUE AND FARMS OF THE HUNDRED OF WIRRAL FROM 1352

Decline of the Hundred Courts—Their sources of revenue—Pelf—The Sheriff's accounts—The issues of the bedelry—Prison suit—Waifs—The rents of Wirral, 1352–1445.

THE development of the system of itinerant justices and of trial by jury would in a very great measure detract from the importance of the Hundred Courts by removing the more important criminal cases from their jurisdiction, and in common with other Hundred Courts, we can date the decline of that of Wirral from the rise in power of the justices of the peace, the establishment of quarter sessions, and the changes and improvements in the general judicial system effected in the time of Henry III., although all these did not have their full effect in the County Palatine. This decay of the ancient Courts is amply evidenced by the petitions presented in 1376 to the Good Parliament. It is clear from them that the Hundred Courts of the kingdom were being held irregularly, without due notice, and at other than the usual periods. Only a short time before it had become necessary to re-enact[1] the provisions of Magna Charta that the sittings of the Sheriff's Turn should only

[1] 31 Ed. III. c. 15.

be held after Easter and Michaelmas, owing to the practice of Sheriffs of holding it at Lent or at the end of August, seasons set apart for devotion and harvest; but the petitions show the Sheriff's View of Frankpledge was still being demanded at other times, and that the evils produced by excessive farming were still alive.

From this point onward the decline becomes more rapid, and the Hundred Court gradually becomes a tribunal devoted mainly to the regulation of local privileges, the collection of small debts, and the settlement of petty disputes. It is after the decline had set in that regular records relating to the Court of Wirral begin to be available. There are none, however, of the sittings, or actual proceedings, of the Court for hundreds of years, and all we can do is to satisfy ourselves of its continued existence by noting the names and terms of office of those responsible for its organisation, and by illustrating some of the duties which fell upon them as holders of such offices. In dealing with the latter, matters will be referred to which may seem to have little to do with the Hundred Court, but it must be remembered that the officers of the Hundred had not only to attend to the local administration of justice; they had also the duty of executing in the Hundred the royal writs and commissions; and if an attempt were made to separate these functions, an incorrect idea of the position of these officers might be conveyed.

But before commencing upon the regular series of records beginning half-way through the fourteenth

century with the accounts of the Sheriffs and the officers of the Hundred, the main sources of the profits obtained from a Cheshire Hundred Court and its leet jurisdiction in the thirteenth and fourteenth centuries will shortly be indicated. They would include the fines and amercements and the fees arising from the civil and minor criminal cases which came before the monthly Court, and before the great leet held biennially, and known as the Sheriff's Turn ; also the fines inflicted for non-attendance of suitors of the Hundred at the annual View of Frankpledge, or for neglect on the part of those liable to serve as jurors in the monthly Courts. A certain amount of revenue would also come from the compositions paid for exemption from attendance or service. In addition to these, there would be various royal perquisites which, in the case of Wirral, included such items as *reliefs*, feudal fees payable to the Crown on taking up an estate in the Hundred; *escheats*, property the owner of which died intestate and without an heir, or for other reasons reverting to the Crown ; the right to enforce by fine *the assize* of *bread, wine, ale, and beer*, regulating the quality and weight of those commodities — after being fined three times the bakers were liable to the pillory, and the brewers to the tumbril. A most lucrative source of income were the "waifs" (*vaga*) which included the *goods and chattels of felons, fugitives, suicides, and outlaws;* these were forfeited to the Crown by the consequent attainder of blood. We find that in Cheshire a proportion of such

goods were granted to the serjeants and bedells of the peace as a perquisite of office and as a stimulus to activity, and bore the name of "pelf" or "pilfre." Under this title, the serjeants took the felon's best beast of each kind, all wooden vessels and articles, linen and woollen cloths, a quarter of his threshed corn, and in some cases his money, if it did not exceed one hundred shillings. Everything made or bound with iron seems to have gone, with the residue of the felon's goods, to the Earl.[1]

The right of the serjeants to "pelf" was questioned (probably in the reign of Edward II.) in the case of the seizure by the bedells of Richard de Sutton (the Grand Serjeant of Cheshire) of the goods of one William le Berch of Hatherton, which had been reduced into the royal custody by the coroner for the Hundred of Wich Malbank (Nantwich). One of the bedells was summoned, and pleaded the custom, but as, in the absence of his master, he could not prove it, the matter was adjourned to the next County Court. There is no record of the decision, but probably it was in the bedell's favour.[2] Strictly speaking, the goods of felons committing the more serious felonies would not come within the purview of the Hundred Court, as the felons could only be reported and not sentenced there; but it was the duty of

[1] For further details, see the references given in note 1, p. 22, *ante*. As to the corn, see note 1, p. 39, *post*. "Pelf" is mentioned in the Congleton charter (1272), Harl. MSS. 2074, f. 194; Ormerod, iii. 36, and a quotation containing it is printed in "Borough Customs" (Selden Soc.), vol. i. p. 65, where it is inaccurately translated as "pilfered goods."

[2] Harl. MSS. 2009, f. 45 (undated).

the bedells to arrest all offenders, whether of high or low degree of guilt, and the right to their goods became one of the recognised privileges attached to the Hundred Court.

Returning after this digression to the perquisites of the Court, we must mention the *estrays*, valuable cattle and horses straying into or found wandering in the Hundred, without a known owner; after due proclamation by the bedells in markets and fairs and the expiration of a year and a day without being claimed, they would be forfeited to the lord of the Hundred. Further revenue would come from the *stallage*, a toll of a few pence collected from the merchants and hucksters at the fairs and public markets in the Hundred; and from the *deodands*, the curious forfeiture (only abolished in 1846), of personal chattels causing accidental death, such as, for instance, the wheel of a cart which had passed over a man.[1] In addition there would be other sources of income too numerous to mention, attaching by custom or prescription in particular Hundreds, but most of those which occurred in Wirral have been referred to.

From the year 1352 (when the series of Cheshire Sheriffs' accounts begin), down to the abolition of the court in 1856, it has been possible to obtain almost a complete record of the persons who presided either in

[1] Emma of Tarvin fell by accident into a vessel full of hot water and died. The vessel was forfeited to the Crown. Plac. Coronae, 19 Ed. I. The records of Capesthorne show that the Davenports, as serjeants of Macclesfield, claimed the following deodands: a bell, two gravestones, and part of a cart wheel, all of which had caused the death of a man. Earwaker's "East Cheshire," ii. 4.

person or by deputy over the Hundred Court of Wirral, and a list of the bedells and farmers of the Hundred, and of the Sheriff's approvers, will be found in the Appendix. From 1352 to 1506, the farms (with one exception) were, however, taken year by year, and it would be wearisome to refer to them all. A few will serve as examples, and then it will be sufficient to point out any interesting or unusual features arising in other years.

From 1352 to 1372 the revenue of the Hundred and Hundred Court falls into three divisions, each of which is separately accounted for by the Sheriff in his annual accounts. These are: (1) the issues of the bedelry; (2) the profits from the felons' goods (*vaga*); and (3) the perquisites and amercements of the Hundred Court.

(1) *The issues of the bedelry.* The bedell who took his office to farm was, we find, entitled to the profits arising from certain clearly defined sources. In the first place, he took one-half of the perquisites attached to the Hundred Court, and also one-half of the fines and amercements inflicted there. The nature of both of these has already been indicated.[1] Next, he was entitled to puture, or a reasonable money composition in lieu thereof, from the tenants of all warlands in the Hundred. These, too, we have dealt with.[2] Thirdly, he took the fines which freemen holding by charter whose lands and tenements did not exceed forty shillings in annual

[1] *Ante*, page 30.

[2] *Ante*, page 18.

value, paid to avoid the obligation which, we have seen,[1] they were under to serve the jury summonses throughout the Hundred. These fines are apparently the same as a payment mentioned later on in the accounts as "freeman-silver." Fourthly, a third part of the value of the "waifs." This seems to have been distinct from "pelf," and was probably a third of the value of the goods actually received by the Crown. Lastly, the bedell was entitled to a fluctuating perquisite known as "prison suit" (*suete de prisone*). This was the name for certain fees which sheriffs, bailiffs, and gaolers were accustomed to extort from prisoners and from persons for whose attachment writs had been issued. The former paid the money for some relaxation of the rigour of imprisonment (*aise de prisone*), and the latter to avoid arrest or the seizure of their chattels as security for their appearance before the Court, and to be allowed to find bail.[2] Many of the more serious offences were not bailable in these days, but persons arrested for misdemeanours, trespasses, and debt were lawfully entitled to find bail, though not without paying heavily for the privilege. It was therefore to the interest of bailiffs and gaolers to encourage

[1] *Ante*, page 26.

[2] The expression, "suete de prisone" probably survived in a corrupted form in "sweeten and pinch," a cant term used in the seventeenth century by bailiffs to denote the process of squeezing money out of their prisoners by holding out hopes of some indulgence. "A main part of [the bailiff's] office is to swear and bluster at their trembling prisoner and cry, 'Confound us, why do we wait? let us shop him,' whilst the other meekly replies, 'Jack, be patient, it is a civil gentleman, and I know will consider us,' which species of wheedling, in terms of their art, is called 'sweeten and pinch.'" "Four for a Penny" (1678), Harl. Miscell. iv. 147.

prosecutions and indictments from which they derived considerable "prison suit." These extortions were especially prominent at the date when the Cheshire records begin, and the statute-book of the fourteenth century is full of attempts to prohibit them.[1] The warden of the Fleet Prison was particularly notorious in these days for the way in which he allowed prisoners who paid him heavy "suit" to go at large, with or without bail, and to remain out of gaol nights and days without the consent of the prosecutor, whose efforts to bring the offender to book were thus nullified. So well known were the advantages of the Fleet, that debtors cast into other gaols would confess the debt in order to be removed to a prison in which they could defy the unfortunate creditor.[2]

The exaction of excessive "prison suit" was taken advantage of in the County Palatine by malicious persons to harass their enemies. In 1395, we find the burgesses and commonalty of Flint piteously representing to King Richard that, owing to the ill-will of the Welsh, they were daily pursued, to their destruction and impoverishment, with indictments in respect of which they were forced to pay "prison suit." Their petition prayed for relief, and that they should be allowed to find bail according to the law of England. The time for the total abolition of "prison suit" had not yet come, but

[1] See 1 Ed. III. i. 7; 4 Ed. III. i. 10; 25 Ed. III. i. 6; 2 Hen. IV. c. 23. The writer knows of no account of "prison suit" in any other work.

[2] 1 Ric. II. c. 12.

the men of Flint obtained exemption for five years and an order to the Chamberlain of Chester that they should be allowed bail on production of satisfactory sureties.[1] Fifty years later, payments for "prison suit" or for ease or favour of any kind were nominally abolished, and a scale of fees (which included a paltry fourpence, (equal to 5s.) to the bailiff making an arrest or attachment, and a similar sum for a bail bond) was fixed.[2] The warden of the Fleet was, however, exempted, and doubtless the extortions went on much the same elsewhere. We shall see later that the efforts of sheriffs and bailiffs to keep up their fees ultimately (in 1461) killed the goose from which they had received so many golden eggs, and deprived them for ever of the right of dealing with indicted persons.[3]

In the case of the Hundreds of Cheshire, the "prison suit" taken by the lessees seems to have been a payment (apparently reckoned from the date when the Sheriff's writ of attachment was received) exacted from persons indicted for misdemeanours for allowing them to remain at large and their property unattached until the next sitting of the County Court.[4]

The remainder of the revenue of the Hundred Court came from: (2) *The profits from the "waifs."* A portion of these were included in the farms of the bedelry, but unless the bedell chose to farm the whole of the "waifs,"

[1] C. R. R. 68, m. 5, d. [2] 23 Hen. VI. c. 9. [3] *Post*, page 61.
[4] See App. II. No. 1. The passage is obscure.

the balance was collected on behalf of the Crown. And (3) *The perquisites and amercements of the Hundred.* Here again the half not taken by the farmer was separately accounted for. We shall find, however, that in almost every case a bedell who took his office to farm leased the right to all of these three classes of profits, though separate farms of each were in fact taken until 1372, when a lump sum was fixed to cover the farm of the whole Hundred.

The first year for which the Sheriff's accounts exist is 1352, when the rent of the bedelry of Wirral was £7, 16s. 8d., whilst the amount paid for the "waifs" and the balance of the perquisites and amercements was 13s. 4d. respectively, a total of £9, 3s. 4d. per annum.[1] After the rent of the bedelry had been raised for three years from 1355 to £10, 13s. 4d. (the other items remaining the same[2]), a period of six years occurs during which no farmer came forward, and the actual revenue, which fluctuated from £5 odd to nearly £20, was collected by the approvers on behalf of the Earl.[3] One of these officers, Henry Coly, apparently guessed the moment to step in, and from 1364 to 1374 he farms the Hundred nearly every year. At first he paid £8 for the bedelry, 10s. for the "waifs," and 50s. (a considerable increase over 13s. 4d.) for the perquisites and fines—a total rent of £11. In 1370, he had the foresight to decline a farm, and prudently, inasmuch as the whole revenue of the Hundred for that year was only

[1] M. A. 784, 2. App. II. No. 1. [2] M. A. 784, 6, 7, 8. [3] M. A. 785–6.

£10, 18s.[1] A miserable 3s. was all the "waifs" produced, "prison suit" nothing at all, while we may guess that 33s. for the two classes of fines was an unusually small return. A reduced rent of £7, 10s. was consequently all that could be obtained the next year for the farm.[2]

In 1372, perhaps to make it more attractive, several apparently new perquisites were thrown in, and obtained a rental of £10 for an inclusive farm of the Hundred. The new items were the serjeanty of the peace, carrying with it "pelf," as well no doubt as other customary fees due to the head of the bedells, stallage, and the other half of the perquisites and amercements not hitherto included in the bedelry.[3] From 1372 onwards the issues of the Hundred are all covered by one farm. After remaining for 10 years at £10, the rent drops a few shillings between 1383 and 1390, but is resumed at £10 again, and so on to 1399, when it falls to £8, or £8, 10s., until the year 1406.[4] For the next eighteen years to 1423 £8, 13s. 4d. is paid, and constitutes the high water mark for the fifteenth century, while from 1424 to 1445, £7, or £8, is the usual figure.[5] The change that then occurs will be referred to later on.

[1] M. A. 787, 2. [2] M. A. 787, 4. [3] M. A. 787, 5 (4).
[4] M. A. 787–792. [5] M. A. 792–796.

CHAPTER V

THE LESSEES OF THE HUNDRED OF WIRRAL AND THEIR DUTIES, 1352–1402.

Henry de Chorleton—Robert de Pulle—Henry Coly—David de Stanay—Special Commissions of the Peace—William del Broom—Lease to Henry le Bruyn and Richard de Prestlond, 1391—Estrays—De Waley's Lease—Outlawry—The Irish rebellion—Massy of Puddington—Relief of sufferers at Radcote Bridge—Conservators of the Peace—Palatine privileges abused—Forestalling in Wirral—Hue and cry.

THERE are many interesting names at this period amongst the list of officers of Wirral set out in the Appendix, but this is not the place for tracing their family histories, and a few only will be from time to time referred to by name to illustrate the history of the Hundred Court. A name which appears in 1352 and in several subsequent years is that of Henry de Chorleton. He was no doubt a Wirral man, and, besides acting as bedell or approver, he was one of the official vendors of the goods of felons, for which he was paid an annual salary of £3.[1] Robert de Pulle, a bedell for three years (1355–58) was a member of the Poole family of Wirral, and father of Sir John de Pulle, sometime governor of Carnarvon Castle. The long farm of

[1] C. R. R. 30 & 31 Ed. III. m. 1. This record also contains the statement that the serjeants were not to seize more than a quarter of the corn of felons forfeited to the Earl.

Henry Coly has already been referred to. He was one of a family, resident at Thingwall in Wirral, the members of which took prominent part in all local events at this and later periods. The bedell of 1381–83 was David de Stanay. He was as usual also bailiff of the Hundred, and in 1384 we find him acknowledging, as "late" bailiff, at the Exchequer of Chester, a debt of £22, 9s. to King Richard II. Five others, viz. Robert de Bebynton, Edmund de Coghull, Richard Waleys, William del Broom, and Thomas Denys joined in the recognisance[1] to secure the debt. There is nothing to show what the debt was for, but doubtless it was for arrears of some kind of revenue or subsidy unaccounted for to the Sheriff. From the amount of the debt, and the fact that he is referred to as bailiff and not as bedell, it probably did not represent rent in arrear. De Stanay was no doubt a member of the family of that name resident at Stoke in Wirral.[2]

The system of presentment to the Hundred Court of breaches of the peace was not always effective in keeping order, and frequent special commissions had to be issued. Thus in 1386 Vivian Foxwist and John de Tyldesleigh were empowered[3] to arrest all malefactors and disturbers of the peace in the Hundred of Wyrehale, the King having heard of great terror caused by bands of armed men there. From its position on the borders of Wales,

[1] C. R. R. 56, m. 1 (2).

[2] He occurs in several recognisances, temp. Ric. II. and Hen. IV., relating to the farm of Stoke Church.

[3] C. R. R. 9 & 10 Ric. II. m. 2 (8).

Wirral was constantly subject to invasion by the turbulent Welsh and was seldom in a quiet state. A few years later, in 1392, special commissioners for the Hundred, in the persons of Sir John Massy of Puddington and William de Hooton, were appointed to arrest all disturbers of the peace, great complaints having reached the King of their evil doings.[1]

We find the bedells and bailiffs of 1387 mentioned in a list[2] of moneys received by Roger de Brescy, one of the clerks of the Exchequer of Chester, on account of King Richard II. Among the items received in November from the Sheriff of Chester, in respect of the issues of the county, appears a sum of 6s. 8d. paid on account of Nicholas de Tyttelegh, by the bailiffs of the Hundred of Wirehall. Further down the roll, and apparently for December of the same year, 8s. appears from Richard de Prestlond, "one of the bailiffs," and the same amount in January 1388 from Henry le Bruyn and Richard de Prestlond, the two bailiffs of the Hundred of Wyrehall. These payments were probably instalments of revenue paid in advance by the bailiffs. In March 1388 the Sheriff accounts for £3, 6s. 8d. through the hands of William de Stanley, "in onere" of the bailiffs of the Hundred.

On August 2, 1391, a recognisance[3] was entered into by Margaret, wife of William del Broom, "late bailiff of the Hundred of Wirehale" (and bedell in 1387–90), Henry

[1] C. R. R. 15 & 16 Ric. II. m. 8, d. 7.
[2] C. R. R. 63, m. 6, 5.
[3] M. A. 773 (3).

Coly, Robert Baumvill, John del Broom, and Roger del Broom, acknowledging a debt to the King of £3, 16s. 6d., arrears owing by the bailiff for the previous year, and in exoneration of the Sheriff of Chester, Sir John de Mascy, who would otherwise have been responsible. The debt was payable in two instalments of 26s. 8d. and one of 23s. 2d.

So far we have obtained our information as to the terms upon which the officers of the Hundred held their position from the Sheriff's accounts, but a little more light is thrown by an entry on the Cheshire Rolls in 1391, which constitutes the earliest enrolment we have of a lease of the Hundred of Wirral, though doubtless all the annual farms were similarly taken. We know from the Sheriff's accounts that Henry le Bruyn of Moreton in Wirral and Richard de Prestlond farmed the Hundred for several years between 1386 and 1396, and it is their lease of 1391 which for some reason was enrolled.[1] That the rent was £10, and that sureties had to be found, is all we get from this record, and it is fortunate that we are able to supplement it by the information contained in the Sheriff's accounts. We shall find that only occasionally are the leases enrolled, although they are generally taken year by year. It is difficult to say why certain leases should be selected for enrolment and not all.

In 1395 le Bruyn and de Prestlond seem to have fallen into arrear with their rent, as in November 1396 they

[1] C. R. R. 64, m. 2, d. 9. App. II. No. 2.

jointly and severally acknowledge[1] a debt to the King's exchequer of £20, probably two years' rent. In the next year (1397) a new bedell was appointed, Thomas de Waley taking a formal lease,[2] before the Chamberlain and the Sheriff, of the bedelry for one year from Michaelmas, at the same rent of £10 as his immediate predecessors. The late bailiffs and bedells were still in trouble over the revenue of the Hundred, as in May 1397 we find William de Stanley, senior, taking on his shoulders a debt of 11s. owing to the King, in exoneration of le Bruyn and de Prestlond.[3] The object of this recognisance was to secure the value of some goods of one Simon del Twys who had been convicted of felony. He thus became an outlaw, and in ancient times would have had "caput lupinum"—that is, he might have been knocked on the head like a wolf, by any one that should meet him, "because having renounced all laws he was to be dealt with as in a state of nature, when every one that should find him might slay him." In consequence of this outlawry Twys' goods had been forfeited to the King, and apparently the bailiffs had sold them to de Stanley without accounting for the proceeds. A few days later the same bailiffs acknowledged[4] the large debt of £64, 8s. 4½d. in respect of their term of office during the Shrievalty of Robert le Grosvenor, who had been Sheriff in 1394 and

[1] C. R. R. 69, m. 11, d. 5. [2] C. R. R. 70, m. 4, d. 8. [3] C. R. R. 70, m. 5, d. 9.
[4] C. R. R. 70, m. 8 (2). The year before the bailiff of the Hundred of Nantwich was similarly bound in £68, 7s. 0½d (C. R. R. 18 & 19 Ric. II. m. 7, d. (3)) and the bailiff of Northwich in £22, 9s. 9½d. (C. R. R. 18 & 19 Ric. II. m. 7, d. (4)).

on other occasions. The money was payable on a fixed date, but the recognisance was to be void if de Prestlond then came himself and paid £5 on account, and reasonable payments were made from time to time at the Sheriff's return, or rent-day, till the whole debt was wiped out and the liability of the Sheriff at an end. The amount of the debt represented an extremely large sum in those days, upwards of £600 of our money, and it is hard to say how the bailiffs came to owe it. It had certainly nothing to do with the farm of the Hundred, and probably was arrears of a subsidy.

The jurisdiction of the officers of the Hundred over the perquisites of the Crown is illustrated by a recognisance[1] in 1394, whereby John de Molynton became surety for whatever should be adjudged to the King on account of the capture, by the bailiffs of the Hundred of Wirral, of some "estrays," the property of John de Waley and William Maykin. These were probably cattle found wandering and impounded until the true owners proved their title and paid a fee to have them returned. We have seen that if they were not claimed after due proclamation and the expiration of a year and a day they would be forfeited to the Crown.

The condition of Ireland, at this time in a state of rebellion, was causing much anxiety to the King. Quantities of troops were being despatched to subdue the insurrection, and sailors were being whipped up in the

[1] C. R. R. 67, m. 2, d. (8).

western ports of England to man the ships sailing for Ireland. Roger Mortimer, Earl of March, the King's cousin, was in command of the expedition, and the ports of Chester and Liverpool were full of ships awaiting their crews. In July 1397 the bailiffs of the Hundred of Wirral were directed[1] by letters under the great seal to arrest all sailors in their bailiwick, and convey them to the ships which had been collected at Chester and Liverpool for the conveyance of Mortimer's men, horses, and armour. The impressed mariners were to be paid reasonable wages, and any one resisting was to be imprisoned in Chester Castle. Earlier in the year Sir John Massey of Puddington, with his son Hamo and others, had been commanded[2] to seize all ships of 10 tons burthen and upwards which they could find between Holyhead and Furness, and to bring them with crews to the ports of Chester and Conway for the passage to Ireland of Mortimer's retinue. By the terms of the letters patent the special commissioners were empowered to enter into "the liberties" of the county, places where otherwise they would not be able to go to execute the royal writs.

One of the bedells of Wirral for 1398, namely Robert Baumvill, and several subsequent ones, are named among a body of twenty commissioners[3] who were entrusted in

[1] C. R. R. 70, m. 6, 5.

[2] C. R. R. 70, m. 6, 4.

[3] C. R. R. 22 & 23 Ric. II. m. 6 (5). The commissioners were: Sir John de Pulle, Wm. de Stanley, Thos. del Hogh, John de Lytherland, John de Warewyk, Wm. de Tranemoele, Gilbert Glegg, John de Bebynton, Wm. de Meoles, David de Staney, Wm. de Wilbram, John Coly, Thos. del Lee, Roger Trull, Robert Hopkynsone, Richd. le Smyth, Robt. Baumvill, Robt. le Clerc, John de Holden and Wm. Turfmos.

that year with the distribution in the Hundred of Wirral of a sum of £411, 16s. 8d., part of a sum of 4000 marks[1] sent by King Richard II. out of his treasury at Westminster for the relief of those of the people of Cheshire who suffered in the King's service at "Redcote brugge" (Radcot Bridge, near Bampton in Oxfordshire). There, in 1388, 5000 of the Cheshire men, under the leadership of Sir Thomas Molyneux, constable of Chester Castle, had been severely defeated by the Duke of Gloucester, the King's uncle, the Earl of Derby, and others, whilst conducting the Duke of Ireland to the King. Sir Thomas Molyneux was killed by Sir Thomas Mortimer, and many of the Cheshire men were slain.[2] The distribution of this large sum was attended by considerable formality. The Treasurer of England and the King's Sergeant-at-arms attended in Chester, and formally, before the Chamberlain, the Mayor, and the Sheriffs of the city, delivered 3000 marks, part of the grant, to the Sheriff of the county, who in his turn deposited it, pending distribution, with the Abbot and Convent of Chester for safe custody.[3] The balance of 1000 was delivered to the Sheriff, pre-

[1] The 4000 marks (£2666, 13s. 4d.) were apportioned among the Hundreds as follows: Eddisbury, £356, 15s. 4¾d.; Macclesfield, £709, 5s. 1½d.; Nantwich, £183, 8s. 10¾d.; Northwich, £218, 4s. 7¾d.; Broxton, £220, 2s. 9¼d.; Bucklow, £556, 19s. 10d.; Wirral, £411, 16s. 8d. (leaving £10 unaccounted for). Dr. Morris, in "Chester in the Plantagenet and Tudor Reigns," erroneously states 3000 marks were distributed, and apparently thinks the people of the "City" of Chester received them. Mr. Lumby, in his paper on "Chester and Liverpool in the Patent Rolls" (Hist. Soc. of L. & C. vol. xix.–xx. N.S.), gives the amount as 3000 marks "gold." Both the writers overlook a further 1000 marks mentioned lower down the same membrane of the roll.

[2] Playfair, "Baronet," vol. vi.; Camden Britt. p. 285, edn. 1590.

[3] C. R. R. 20 & 21 Ric. II. m. 7, d. (7) & (8) & (9).

sumably for immediate distribution, together with a bag containing rolls, petitions, and memoranda for the guidance of those who should distribute the money. The people of the county did not benefit very much by this royal gift, as a few years later the sum of 3000 marks was levied upon them to pay for a general pardon to all who took part in the insurrection of Henry Percy.[1]

In 1399 the disturbed state of Cheshire, consequent upon the conflict between Richard II. and Henry of Lancaster, and the risings in Wales, made it necessary for Conservators of the Peace to be appointed for all the Hundreds.[2] These Conservators were the predecessors of Justices of the Peace, and to their appointment may partially be ascribed, as already explained, the decline in the jurisdiction of the Hundred Courts. The appointment of these Conservators was made, not by the King or by the people, but by the Prince of Wales, to whom the County Palatine had been granted a few years before by Richard II. when he created it a principality.[3]

It is worth noting in passing that the fact that writs and process issued outside the County Palatine could not be executed in Cheshire owing to the palatine privileges, was found about this date to be productive of abuses.

[1] 1403. C. R. R. 4 & 5 Hen. IV. m. 3 (1) (2) (3) (4) (5). C. P. R. 5 Hen. IV. m. 6. 1406. C. R. R. 6 & 7 Hen. IV. m. 4 (1)–(7).

[2] C. R. R. 1 & 2 Hen. IV. m. 3, d (1). Those appointed for Wirral were: Sir John de Pulle, Wm. de Stanley, Hamo Mascy, John de Whitmore, Wm. de Tranmoll, Jas. de Pulle, John Litherland, John del Meoles, Thos. de Bolde, John de Tildesley, Vivian de Foxwist and Gilbert Glegg.

[3] 21 Ric. II. c. 9.

"Grievous clamour and complaint" arose that residents in Cheshire committed felonies and trespasses in the neighbouring counties and, by escaping back into their county, evaded punishment. Accordingly, at the commencement of the reign of Henry IV., the palatine privileges were so far relaxed that in such cases process of outlawry was allowed to issue in the county where the offence was committed, and then was certified to the officials of Chester by whom the offender and his chattels were to be seized. After enjoyment of the latter by the King for the usual year and a day, they were to be forfeited as escheats to the "Prince of Chester."[1]

The "good men and true" of the Hundred jury were specially called together in 1402 in pursuance of letters patent[2] issued by the Prince of Wales. An ordinance relating to cattle (probably designed to secure a supply of meat for the King's army in North Wales) had been broken by Henry le Bruyn of Moreton (a former bedell), John de Dokynton, John Hog, Roger del Broom, and others, who had driven some beasts out of Wales into the Hundred in contravention of the ordinance. A jury of the Hundred Court was summoned to ascertain on oath the number and nature of the cattle; Sir John Mascy of Puddington, with Hamo de Mascy and Richard de Moston, were commissioned to seize them, and to arrest the offenders and bring them up to Chester Castle for judgment.

[1] 1 Hen. IV. c. 18. Reeve's "History of England," 1787, iii. 241.
[2] C. R. R. 2 & 3 Hen. IV. m. 11 (11).

In those days it was an offence to corner, or attempt to control, the markets for merchandise, corn, and grain, and persons were presentable in the Hundred Courts for "forestalling," as it was called. Other offences of the same kind were, "regrating," or buying corn in a market and selling it again in or near the same place at enhanced prices, and "ingrossing," buying up large quantities of grain with intention of holding for later sale at a profit. There does not seem anything very criminal in these days about such operations, but owing to the scarcity and high price of corn, it was considered desirable to prevent them, and to restrict the export of grain. The jurisdiction of the Hundred Court over these offences, however, did not prove effective in Wirral, and in the year 1401 we find Sir John de Pulle, William de Stanley, junior, and John de Lytherland, appointed commissioners by Henry Prince of Wales to inquire into the conduct of the ingrossers and regrators in the Hundred, who bought up and hoarded grain for sale in foreign parts to the injury of the poor of the Hundred. The commissioners were ordered to cause all the hoarded grain to be brought into the nearest market and sold at a reasonable price, and to prevent any exportation out of the Hundred.[1]

Although we do not hear about it, the Hundred Court of Wirral must frequently have had to deal with offenders against the statutes of Hue and Cry, in which the original

[1] C. R. R. 2 & 3 Hen. IV. m. 3, d. (8). Many subsequent commissions of the same kind occur.

system under which the inhabitants of a Hundred were collectively responsible one for another survived. Under these provisions, originating in the time of the Edwards,[1] the Hundred where a robbery took place was liable, in default of the capture of the robber, to compensate the person robbed, and also to pay for damage caused by rioters. A false alarm or any slackness in rendering assistance in the Hue and Cry was punishable in the Court. During the sixteenth century, it was found that those who were robbed, having an easy remedy against the Hundred, lost the incentive to pursue the robber, and that he frequently escaped because the neighbouring Hundreds (which were not responsible), became slack in their Hue and Cry. It became necessary to bind over every person robbed to prosecute, and to stimulate the energy of the neighbouring Hundreds by making them liable to pay half the damages in default of the arrest of the offender.[2] In later times the Hundred had to be protected against false claims by stringent provisions as to notice and advertisement, and a standing reward of £10 for the apprehension of robbers was instituted.[3] That bogus claims against the Hundreds for heavy sums were made, is apparent by the fact that a law was passed to provide that no one could recover more than £200 from a Hundred unless he had a companion with him at the time of the robbery to attest to the truth of his story.[4] The puritans turned this liability

[1] 13 Ed. I. st. 2, c. 1 and 2; 28 Ed. III. c. 11.
[2] 27 Eliz. c. 13.
[3] 8 Geo. II. c. 16.
[4] 22 Geo. II. c. 24.

of the Hundred to their own account when they denied to persons travelling on Sundays any remedy against the Hundred for a robbery committed on that day, unless it occurred on the way to or from church.[1]

Early in last century the Hundreds were freed from liability in respect of robberies, but their responsibility for damage by rioters continued in a modified form until the year 1886, when the police rate was saddled with the payment of compensation.

[1] 29 Car. II. c. 7.

CHAPTER VI

THE HUNDRED OF WIRRAL, 1403–1509

Owen Glendower—Lease to de Saynesbury and de Brumburgh, 1403—Henry Coly—False rumours in Wirral—Various bedells—No revenue in 1411—Justices itinerant for Wirral, 1429—Sir Thomas Stanley's lease, 1445—Abuse of the Sheriff's Turn—Gleggs of Gayton—Effects of civil wars—Resumption of leases, 1475—Reduction of rent—Robert Trafford's lease, 1507—Ithell and Bebynton's lease, 1509.

THE revolt of Owen Glendower was naturally a most disturbing influence throughout Cheshire, and for some years the men of the county were constantly engaged in repelling the invasions of the Welsh. The records are full of writs commanding every one holding possessions on the marches to hasten home and make defence. Among the duties thrown upon the officers of the Hundreds on the marches was that of preventing the Welsh getting supplies. In June of 1403 the Prince of Wales ordered the bailiffs of the Hundred of Wirral to prohibit the sale of grain or provisions by the men of Wirral to Welshmen of the county of Flint or other parts of Wales. The reason for this was that the Prince had heard that many men of the Hundred were in the habit of furnishing the men of Flint and of the townships of Denbigh, Denfrencluyt (Dyffryn-clwyd), Hawarden, and Hopedale with supplies, and they in their

turn sold them to the Welsh rebels.[1] Commissioners were also appointed to seize all the grain, &c., in the Hundred which had been sold to the Welsh, who, the Prince had heard, entered the Hundred by night and day by certain fords "ultra aquam de Dee" and carried thence a great quantity of grain for the support of the rebels, contrary to proclamation.[2]

In the autumn of 1403, it again became necessary, in view of the near approach of Owen Glendower, who was reported in the marches of the county, to appoint special conservators and guardians for the Hundred of Wirral. The names of John de Pulle, William de Stanley, John Lytherland, and John de Meoles appear in the writ. They were instructed to appoint watches, and to make hedges, ditches, and other impediments on the sea coast of Flint to repel the invaders.[3] Another step taken was to appoint Hamo de Mascy of Puddington and others as keepers of the passes between the city of Chester and "Hazelwall" to prevent traffic with the rebels.[4]

The enrolment of the bedelry leases was, as we know, very spasmodic, but we find the one for 1403 to John de Saynesbury and Hugh de Brumburgh upon the rolls. This, it is recited, they took in their own names, and were entitled to "all issues and profits of the office."[5] The lease, as we know, was for one year and the rent was now £8, payable

[1] C. R. R. 3 & 4 Hen. IV. m. 10 (7).
[2] C. R. R. 3 & 4 Hen. IV. m. 8, d. (8).
[3] C. R. R. 3 & 4 Hen. IV. m. 10, d. (6).
[4] C. R. R. 4 & 5 Hen. IV. m. 7, d. (8) and (9).
[5] C. R. R. 76, m. 13 (11).

to the Earl of Chester. The lessees appear at the time to have been in arrears with their accounts as bailiffs to the Sheriff, and shortly after taking the lease they had to obtain two sureties in the persons of Henry Coly and Gilbert Glegg to guarantee that they met their liabilities in respect of their previous term of office, so as to exonerate the late Sheriff, Henry de Ravenscroft.[1] Henry Coly himself was joint bedell with Thomas Coly in 1405, and doubtless also bailiff, as in 1406 we find the latter joined with Thomas de Waley, John de Whitemore, and Richard Coley in a recognisance[2] to Henry Prince of Wales and Earl of Chester for £9, 19s. 3d. arrears of Henry Coly when he was bailiff.

So far as we can gather, the bedells never had much difficulty in paying their rents, but from the constant recognisances entered into by the bailiffs, it would seem that they found great difficulty in collecting that part of the revenue for which they were responsible, and no doubt the disturbed and deteriorating state of this part of the county had much to do with their troubles.

The two bedells for 1403, Thomas de Maynwaryng and Roger Trull, were appointed commissioners to collect a subsidy in Wirral in that year, but doubtless this was in consequence of their being also bailiffs of the Hundred.[3] Early in 1404, a jury of the Hundred was ordered to be impanelled for an unusual object. False rumours (probably

[1] C. R. R. 77, m. 1 (10). [2] C. R. R. 78, m. 6, d. (1).
[3] C. R. R. 3 & 4 Hen. IV. m. 7 (4).

relating to the Welsh rebellion) were being spread about in Cheshire, and malicious letters circulated by messengers and runners, which the Earl of Chester considered constituted a national danger and caused great disquiet in the county. He therefore issued a commission[1] to each Hundred to inquire into the matter. The commissioners for Wirral were Sir John de Pulle, Sir William de Stanley, Hamo de Mascy, Vivian Foxwist, James de Pull, and John de Meoles. The bailiffs of the Hundred were ordered to impanel before them the jury of the Hundred, by whose oath the disseminators of false news were to be discovered and then arrested. It would be interesting to know whether they were punished under the law of Edward I., which prescribed imprisonment until the first author of the false rumour was brought into Court, a punishment which might sometimes, one would think, involve perpetual incarceration. A report under seal upon the matter was to be made to the King and council, and all officers of the county were enjoined to assist in the inquiry. The same writ ordered the commissioners to array the fencible men of the Hundred, and to attend before the Sheriff at "Topplegh" to hear what should then be expounded to them. We are left in ignorance of the nature of the exposition.

One of the bedells for 1406 bears a well-known name. John Rathbone doubtless came from Tushingham in the neighbouring Hundred of Broxton. His companion,

[1] C. R. R. 77, m. 4, d. (2).

John Goodfellow, had served the King in Ireland and elsewhere with distinction, and as a reward obtained a grant for life of a place in Wirral called "Rideresplace," together with the custody of Salghale wood.[1] John le Barker of Wallasey, bedell in 1408, was perhaps originally a Wrexham man. We find him coming in from thence to Chester in 1404, with one Matthew le Cornifer, because they were unwilling to join the rebels. Their loyalty was cruelly doubted, and both had formally to do fealty to the Earl and find a surety.[2]

The regularity in the payment of the rent for the Hundred was broken, for some unknown reason, in 1411, and the Sheriff's accounts show that from March of that year to January 14, 1412, there were no receipts, so far as he was concerned, from any of the farms of the Cheshire Hundreds, and the profits from felon's goods and prison suit are entered as nil.[3] But the diversion of the revenue was only temporary, and the farms were resumed next year. One of the bedells of Wirral for 1412 was William Hare. This was possibly the Kingsley man who, a few years before, had been granted for life the office of vendor of the bark and timber blown down in the forest of Mara, with one penny a day as wages.[4]

Thomas Broune, who shared the farm of Wirral in

[1] C. R. R. 1 & 2 Hen. IV. m. 1, d. 8. [2] C. R. R. 4 & 5 Hen. IV. m. 6, d. (10).
[3] M. A. 792, 9, and 793. In 1413 £175, 13s. 7½d. was derived from fines and ransoms arising out of pleas in the County Court.
[4] C. R. R. 4 & 5 Hen. IV. m. 5 (5) (6).

1415, seems to have been a Wallasey yeoman who subsequently went to serve King Henry V. in France, for which he was granted protection,[1] whilst Thomas Holden, bedell in 1417 with Henry Waley, held the royal office of Master Mason in Cheshire and Flint, during the King's pleasure.[2]

One of the bedells for 1424–26, John Jevansone, is mentioned, in his capacity of a bailiff for Wirral, in a commission to the Sheriff, the under Sheriff, the escheator, Roger Holes, the coroner for Wirral, and the other bailiffs and coroners of the Hundreds, to arrest a band of disturbers of the peace headed by some of the Venables and Cholmondeley families.[3]

So far, although no doubt the justices itinerant, upon whom devolved so much of the ancient jurisdiction of the Hundred Court, had perambulated Wirral, we have only general mention of their appointment for the County. In September 1429, however, it is recorded[4] that William Chauntrell and Richard Bolde were commissioned as justices (*hac vice*) for the Eyre to be held in the Hundreds of Wirral and Broxton. The Court for the former was often held at Eastham or Backford. The officers of the Hundred were bound to attend the Eyre, and originally had the duty of choosing four prominent knights of the Hundred, who in their turn selected twelve other knights or freemen to act as jurors of the

[1] C. R. R. 5 & 6 Hen. V. m. 2, d. (6).
[2] C. R. R. 2 & 3 Hen. V. m. 2 (2).
[3] C. R. R. 97, m. 2 (10).
[4] C. R. R. 7 & 8 Hen. VI. m. 3 (3).

Eyre and present offences to the Justices of Assize. Later on, the duty of presenting indictments devolved on the Grand Inquest or jury of the county, and the men of the Hundred were only summoned to the Eyre to act as common jurors in the decision of cases. The lessees and bailiffs of the Hundreds were also bound to attend the sittings of quarter sessions and of the Sheriff's County Court, and there are many instances of their being summoned to the latter with the other officers of the county.

Although it is not quite clear whether its application was confined to Cheshire, the following article to which the Chamberlain and Vice-Chamberlain of Chester had to swear the men of the county (probably at the Hundred Court) in 1434, gives an indication of the disturbed and lawless condition of the county in these times:—

"Yat no lorde nor none other p'sone, of what astate, degree, or condic'on yat he shall be, wetyngly resceyve, cherissh, holde in housald, ne mayntene, pilours, robburs, opp'ssours of people, mansleers, felouns, outlawes, ravyssheres of women ayenst ye lawe, unlawefull hunters of forestes, parkes, or warennes, or any other opyn misdoers, or any openly named or famed for such, till his innocence be declared. And yat neether be colour or occasion of feffement or of yeft of goode moeble passed be dede noe oder wyse any of the said lordes ne non other shall take any other mennes cause

or quarell, in favour, supportacion, or mayntenaunce as be worde, be wryting, nor be message to officer, jugge, jurre, or to partie or be yeft of his clothyng, or livere, or takyng in to his s'vice the partie, nor conceyve agayne any jugge or officer indignacion or displeceaunce for doing of his office in fourme of lawe. And yat ye shall kape yis not all only in her awein p'sones, but yat ye see yat all oder in her counttrees as mich as in hem is, and thair s'vants, and all other such as be under hem of lesse estate do the same. And yf thai do the conntarie make hem withouten delay leve hit or elles put hem a way fro hem."[1]

Thus it is not surprising to find that John de Saynesbury and William Fairrie, the bedells and bailiffs of Wirral on several occasions between 1427 and 1437, were unable to collect the revenue of the Hundred. Immense sums of money were in arrear, and to enable it to be collected a special commission[2] was issued in 1437 under which they, and the then bailiffs of the Hundred, were empowered to get in the arrears with despatch from all debtors who were unable to produce receipts or tallies, or by some other means to prove that they had discharged their debts. Numerous other instances of the duties and responsibilities of the officers of Wirral are to be found on the rolls, but probably they have been sufficiently indicated for this period.

[1] C. R. R. 12 & 13 Hen. VI. m. 9, d. (2). [2] C. R. R. 109, m. 3 (16).

In October 1445 a lease[1] of the combined office of bailiff and bedell of the Hundred of Wirral, with all issues and profits of the Sheriff's "Tourn," and other perquisites (not mentioned in detail) was granted to Sir Thomas Stanley, knight, Geoffrey Starkey of Northwich and Robert More. The lease is noteworthy, inasmuch as it was for twenty years, whereas up to now the leases had been annual. The rent was reduced to £7 per annum, and never again approached anything like that amount. The same parties at the same time took a similar lease[2] in respect of the Hundred of Eddisbury, the rent in this case being £8.

This Stanley was Sir Thomas Stanley of Liverpool, who held many important offices during his life. He was a judge of the Palatine Court, and was subsequently Lord-Lieutenant of Ireland, Comptroller of the Household and Chamberlain to Henry VI. He was created a K.G. and Baron Stanley in 1456, and died in 1459. Starkey was a member of a branch of the important Cheshire family of that name resident at Northwich, whilst More was one of the great Liverpool family and had been Mayor of that town on several occasions.

It will be seen that, in addition to the fees derived from the ordinary sittings of the Hundred Court, the lessees took the profits of the Sheriff's Turn, *i.e.* the fines and fees of the great Leet held twice a year by the Sheriff, to whom, as the King's representative, the fees of the day

[1] C. R. R. 119, m. 6, 11. App. II. No. 5.

[2] C. R. R. 119, m. 6, 10.

would in the ordinary way go. Probably, however, these profits had long formed part of the farm of the Hundred, although not specifically mentioned. The bedells did not enjoy them much longer. The increased jurisdiction of justices of the peace had caused the Turn to be less and less resorted to; and, to regain their lost business and fees, Sheriffs of counties and their underlings, the bailiffs and bedells, began to present improper and fictitious indictments at the Turn, and to get them affirmed by venal jurors, "persons of no substance, nor behaviour, nor dreading God, nor the World's shame." The result was that many persons were illegally fined and convicted, and then, by withdrawal or destruction of the indictment, the right of an appeal was frustrated. This procedure resulted practically in the destruction of the Turn, as in 1461 an Act[1] was passed which took away the power of hearing and determining indictments and transferred it to the justices in quarter sessions. The Turn itself existed in point of form until the year 1887.[2]

About this time the bailiffs came in contact with a member of a family which has played a large part in the history of Wirral. The Gleggs of Gayton had sided with the house of York in the great struggle with Henry VI., and in 1460 had seized at Gayton money and jewels belonging to the King to the value of 20,000 marks. As they forcibly resisted every attempt to recover the

[1] 1 Ed. IV. c. 2. See also 1 Ric. III. c. 4.
[2] Sheriffs' Act, 1887.

valuables, a commission[1] to arrest them was issued. It was directed to the Sheriff, the bailiffs of Wirral, and to William Stanley, two of the Pooles, Thomas Mascy of Puddington, and William Whitmore, and enjoined the seizure and production at Chester Castle of Thomas and John Glegg, John Brumburgh, and William Knysty, together with the stolen jewels. Mortimer states[2] that Thomas Glegg was imprisoned until 1469, but apparently he was free in 1463,[3] although it was not till 1469 that he was pardoned[4] by Edward IV. in the usual portentous document, apparently prepared on the principle of enumerating all possible offences that a human being could commit and then forgiving any of them the offender might have committed.

The lease of 1445 seems to have lapsed in 1459. Perhaps the death of Lord Stanley had something to do with this. But more probably it was one of the effects of the disastrous battle of Bloreheath, when the men of Cheshire were divided against themselves. It is commonly stated that the Wars of the Roses had little or no effect upon the judicial organisation and commercial progress of the country. This was certainly not the case in Cheshire, where for the first fifteen years of the war the judicial system of the county seems to have been nearly at a standstill. Practically no revenue was

[1] C. R. R. 133, m. 6, 3.
[2] "History of Wirral," p. 236.
[3] C. R. R. 2 & 3 Ed. IV. m. 2, d. (12); 4 & 5 Ed. IV. m. 9 (4); 5 & 6 Ed. IV. m. 3 (5).
[4] C. R. R. 141, m. 9 (2).

collected from the Hundreds[1] and as regards Wirral, what revenue could be got in was returned by "approvers," as no one would come forward to take a farm. For the two years 1460–2, the issues which had been let to Sir Thomas Stanley and others for £7 only returned an aggregate of 30s. Indeed, a pound or two is all that comes in from Wirral for the next ten years or so. In 1467, the Sheriff returns no revenue, because he states that Edmund Litherland, the bailiff of Wirral, took it himself. Litherland does not appear to have accounted for these items, as in the following year the Sheriff is charged with 30s. in respect of the two years' income, and again in 1469 with 20s. 8d. This Litherland was, it may be mentioned, a difficult person to deal with, and appears annually on the Recognisance Rolls from 1463 to 1476 as being bound over, under the suretyship of other Wirral men, to keep the peace towards Richard, Abbot of St. Werburgh, another firebrand who had suffered imprisonment in Chester Castle for altering the city boundaries, and took an active local part in the civil war.

The re-establishment of law and order in Cheshire was

[1] The Sheriff's accounts also record that nothing was received in the Hundreds from the following items which, in former years, appear to have been regular sources of income:—The fines of judgers and suitors, the profits of the Tourns, "fines panellorum," prison suit, sheriff's aid (*auxilium vicecomitis*), treasure trove, "securitas pacis," recognisances, "fines atterminati" (fines for the payment of which time had been given), wreck, "fines pro denariis levandi," "exitus aut amerciamenta forisfacta coram Camerariis, et auditoribus Regis Cestrie" and "freeman-silver." A certain amount of revenue, amounting, however, only to £54, 14s. 8d. for the whole county, was accounted for in respect of the estreats of the justices and included £7, 18s. 6d. from fines inflicted before the justices in Eyre at Backford and elsewhere.

gradual, and it was not until 1475 that any one could be induced again to lease the Hundred. William Knysty and Roger Hole (both of whom we have met before) then came forward to do so, but on very different conditions. The civil war had broken the county; the silting up of the Dee had practically driven away the coasting trade so long enjoyed by the port of Chester, and at Burton, Denhall, and Neston along the coasts of Wirral; the consequent loss of trade with Wales and Ireland had caused the already depleted population to move to other and more prosperous places, thus reducing the number of people to do suit and service at the Hundred Court. The profits of the Sheriff's Turn were practically gone, and there was the increasing jurisdiction of justices and quarter sessions. All these facts tended greatly to reduce the profits to be made by a Crown lessee, and were doubtless some of the reasons why, from £7 in 1459, the rent should drop to £1, 6s. 8d. in 1475. At this figure there was apparently a fair margin of profit, as for thirty years there is an uninterrupted series of annual lessees who offered that amount to hold the Hundred Court. Nor do the farmers seem to have had any difficulty in paying their rent, from which we may infer the Hundred was settling down and well under the control of the authorities. But the Hundred was still troubled from time to time with military affairs which kept the bailiffs busy. In the autumn of 1480, a commission,[1] consisting of William Stanley of Hooton,

[1] C. R. R. 20 & 21 Ed. IV. m. 1 (3).

Thomas Poole, senior, Thomas Massy of Puddington, and Thomas Glegg, was appointed to collect the fighting men of the Hundred before Christmas, so as to be in readiness to attend the Prince of Wales in warlike array upon three days' notice. A return was also to be made to the Chamberlain of Chester from the gentlemen of the Hundred to determine the number of horsemen with their accoutrements that could be raised in each household.[1] Early in 1481 the bailiffs of Wirral were commanded, for urgent reasons and under penalty of 100 marks, to summon these commissioners before the Chamberlain at the Exchequer of Chester to hear and do the matters then and there to be expounded to them;[2] and a little later another array was ordered of all fencible men between sixteen and sixty, to depart on an appointed day with the King "versus partes Scocie."[3]

There is little of interest in the lessees for this period. The names of Thomas Whitoff, Roger Oldfield, and Richard Bebington occur a number of times, whilst Thomas Gelibrande (1492), though perhaps not a Wirral man, had married into the family of Parr, owners of the manor of Backford.[4] From 1493 onwards John ap Ithell and James Bebynton were bedells and bailiffs on many occasions and to them, with the bailiffs of Broxton and Eddisbury, a commission[5] was addressed in 1496, commanding that, with the under-Sheriff, Ralph Birkenhead, Thomas Hogh,

[1] C. R. R. 20 & 21 Ed. IV. m. 1, d. (3). [2] C. R. R. 20 & 21 Ed. IV. m. 1, d. (10).
[3] C. R. R. 20 & 21 Ed. IV. m. 7 (1). [4] C. R. R. 11 & 12 Hen. VII. m. 5 (2).
[5] C. R. R. 166, m. 2 (2).

the coroner for the Hundred of Wirral, and Thomas Glegg of Gayton, they should inquire into the accumulation and hoarding of grain in the Hundred and cause it to be publicly sold in the markets at a fair price.

In 1507, we find King Henry VII. granting a lease[1] to Robert Trafford, by the suretyship of John Trafford, chaplain, of all issues and pleas of the Hundred of Wirral, as well as all fines, amercements, forfeitures, and profits to the said bailiwick pertaining or in any way belonging, with the use and occupation of the said bailiwick. The lease was for two years only, and the rent, payable to the Earls of Chester, was 26s. 8d. of "old rent" and 3s. 4d. by way of increase, a total of 30s., payable at Easter and Michaelmas by equal portions. This was the first occasion on which the rent had been raised since 1475.

Upon the expiration of this lease in 1509, a fresh one[2] was taken by John ap Ithell and James Bebynton, who had held the Hundred some years before. John Glegg of Gayton was surety. The issues and profits of the office of bailiff and bedell were granted for a term of fourteen years, and the rent was again slightly increased, being 30s. of old rent and 1s. 8d. of new, and at this figure it remained for more than one hundred and fifty years.

[1] C. R. R. 176, m. 9 (2). App. II. No. 6.
[2] C. R. R. 179, m. 1. App. II. No. 7.

CHAPTER VII

FROM HENRY VIII. TO THE END OF THE EIGHTEENTH CENTURY

Transfer of Cheshire franchises—Augmentation Office—Queen Elizabeth's lease to Cuthbert Venables—The rights and privileges of a lessee—Lease to William Trafford—Sir William Massy—Report on the Hundred, 1661—Lease to John Carter, 1662—Transfer of Hundred to Thomas Dod, 1679—Edward Glegg of Irby—Lease to his Executor by Queen Anne—John Glegg's marriage—His two leases—Court Roll, 1744—Suit and service—Death of John Glegg, 1768, and leases to his son John—Lieut.-Gen. Birkenhead Glegg—The last lease runs out, 1816.

Up to the beginning of the sixteenth century the management of the Crown franchises in Cheshire seems to have remained in the hands of the palatine authorities, and leases and documents relating to them are to be found entered on the Palatine Rolls, but after the year 1510 no further leases of any Cheshire Hundreds are to be found there, though there are a few grants and appointments of bailiffs for life or during pleasure, but none for the Hundred of Wirral. The management of the Crown lands and franchises in Cheshire was at some date in the reign of Henry VIII., probably before 1545, transferred to the Exchequer at Westminster. But the system of enrolling the leases seems to have fallen into abeyance, and none can be found for a period of nearly ninety-five

years.[1] We are therefore thrown back again upon the Sheriff's accounts, but, although we can gather from these that the lease of 1509 to Ithell and Bebynton was probably renewed up to the year 1529, even the Sheriff's accounts then fail to give us the lessees' names for a period of sixty-five years. From 1530 to 1595 all we know is that the Hundred was farmed out at the old rent of £1, 11s. 8d. Such insignificant franchises as that of a Hundred had probably been swamped in the rush of new Crown property which followed upon the dissolution of the monasteries and abbeys. A special Court to deal with the forfeited lands and the suits concerning them was created under the name of the Augmentation Court. This Court was dissolved by Queen Mary, but the Augmentation Office remained, and it is there that we find the next lease of the Hundred of Wirral. In 1596 Queen Elizabeth granted a twenty-one years' lease[2] of "All our Hundred of Wyrehall" to one Cuthbert Venables whom the writer has been unable to identify with any of the Cheshire families of that name.[3] The franchise of the Hundred is referred to as part of the late possessions of the Earls of Chester, and was granted by Queen Elizabeth in as full and ample a manner as any of the Earls could have done. A fine was paid by the lessee, but the rent remained at

[1] The enrolments, of course, may exist, but Crown leases at this time are scattered in various books and records, which are scarcely indexed at all and very difficult to search.

[2] Augmentation Office Misc. Books, vol. ccxxviii., fol. 148. Printed App. II. No. 8.

[3] He seems to have left no will or administration, and his name has not been found in any pedigree of the Venables family which the writer has met with.

31s. 8d. The lease contains a very full description of the rights and perquisites of the Hundred, and is a much more elaborate affair than any of the earlier ones. One or two changes which had gradually occurred in the form of the lease are here worth noting. The fourteenth and fifteenth century leases do not mention the rights and perquisites of the bailiff or bedell, and we have been driven for our information on these points to the Sheriff's accounts. The lease of 1507 to Robert Trafford is a little more elaborate in its terms, and it is noteworthy that it does not mention the bailiff or bedell. The fact was that the description of the lessee as a bedell was gradually dropping out, and the title does not occur in the annual accounts after the commencement of the reign of Edward VI. Both the bailiff and the bedell became lost in the maze of words by which it became the custom to describe the Hundred and its rights, and, practically, the titles are only to be found in England after about this date in a few towns, or as applied to that other class of officer whose business it is to serve writs.[1] The leases become in point of form leases of the Hundred, but there can have been no practical difference in the position of the lessees, and the alterations were probably only the outcome of the system of elaborate conveyancing then in vogue. What the Crown lessees got at this date in return for their rent, and what were

[1] Sometimes called bailiffs errant or itinerant. In the reign of Henry VIII. David Fraunceys was made bailiff errant for the Hundred of Wirral, but as for some reason he could not lawfully hold the office, he was granted an annuity for life of 40s. Signed Bills (Welsh Records), 24 Oct. 9 Hen. VIII.

the sources of the revenue out of which they were to pay such rent, may be seen on reference to the lease, but the general nature of the rights has been already indicated,[1] and it must not be supposed that the lengthy list of privileges now enumerated contained anything new. On the contrary, it is safe to say that in 1596 the actual sources of the revenue of the lord of the Hundred were not nearly so numerous as they had been many hundreds of years before, and of all those that remained the actual income had, no doubt, dwindled very much. It could hardly have been argued that the fines and fees of the Superior Courts of record held at Chester or at the Assizes, or before the Justices of the Peace for the county,[2] were included in the lease, but the Crown lawyers took care to make it clear that it did not include them, nor the fees taken at the Court held by the Clerk of the Market,[3] for the collection of all of which they reserved liberty for the officers of the Crown to enter the Hundred.

The lease to Venables expired in 1617, and for the next eleven years the Hundred remained in the hands of the Crown.

On November 5, 1628, a twenty-seven years' lease[4] was granted to William Trafford (of Bridge Trafford),

[1] *Ante*, p. 30.

[2] The establishment in the reign of Henry VIII. of a regular and efficient supply of Justices of the Peace for Cheshire would tend still further to reduce the business of the Hundred Courts.

[3] A royal official who held courts in every city, borough, and town for the trial of weights and measures and questions as to the prices of commodities. He was superseded by 5 & 6 Will. IV. c. iii.

[4] Land Rev. Enrol. vol. clv... f. 122. Printed App. II. No. 9.

gentleman, by deed under the hands and seals of Sir John Walter, Chief Baron of the Court of Exchequer, Sir James Fullerton, one of the Gentlemen of the Bedchamber, and Sir Thomas Trevor, Baron of the Court of Exchequer, the trustees of the property of King Charles I. It appears from the lease (which, unlike the previous one and the immediately subsequent ones, is in English) that four years before Trafford had arranged for a lease for thirty-one years and had paid a fine of £10, but had never taken up the lease. The rent of the new one remained 31s. 8d. as before, and Trafford agreed to provide "A sufficient Stewarde skillful in the lawes to keepe the courtes within the Hundred," and to pay his fees and also all the expenses of keeping up the Courts. This clause does not again appear, and may have been thought superfluous. Another new obligation was to submit to the commissioners of the King's revenue a statement of all the fines, issues, and profits of the Hundred, so that the King's inheritance may be the better known and preserved. A system of enrolling the leases was now also definitely inaugurated.

This Trafford was a son of Thomas Trafford of Bridge Trafford (who died in 1625) and Alice Massy, daughter of William Massy of Puddington. William Trafford died in 1636 and the lease somehow became vested in his cousin, Sir William Massy of Puddington, Knight, who was one of the trustees of the marriage settlement of William Trafford's son and heir Thomas.[1]

[1] *Vide* Inq. p.m. 13 Car. I.

Sir William Massy took the Royalist side in the civil war and assisted to hold Chester against the Parliament. Upon the reduction of Chester he compounded for his delinquency with a fine of £1414, and it appears from his papers[1] that at that date (1646) he was possessed for eight years yet to come of the franchise of the Hundred of Wirral and certain casual profits within the same, under the lease of 1628. We also are told that in ordinary years the profits of the Hundred were then worth £4 a year more than the rent (£1, 11s. 8d.), a fact which prepares us for an increase of the latter later on. The steward at this time was one John Wilson, and he certifies a list of fees of the Hundred Court, which has been preserved.[2] One penny was charged for every "essoyne" (or excused attendance at the Court), a summons cost 2d., whilst a fee of 4d. was payable on entry of an action, for issuing execution, and for service of it. Sixpence for "amerciament" was no doubt a fee payable in addition to the fine. These figures seem small, but the value of money in those days must not be forgotten.

Massy's lease ran out in 1655, and for the next few years the Hundred remained in the hands of the Crown.

In 1661, Sir Charles Harbord, the Surveyor-General of the Revenues of the Crown, instructed the Auditor to make a new report upon the leases of the Hundred of

[1] Printed in "The Cheshire Sheaf" (3rd Ser.), vol. i. p. 114. Mr. T. Helsby's comments at p. 119 are wide of the mark.

[2] Harl. MSS. 2078. f. 147. Wilson was also steward of Caldy Hundred Court, then held for William Glegg of Gayton, a distant cousin of Sir William Massy. The fees are identical save that no fee is mentioned for amercement.

Wirral. The reason for this report was an application, in 1660, by one John Carter for a lease of the Hundred. Apparently Carter was willing to pay 20s. more rent than his predecessor, but before a lease was granted the Surveyor-General thought it desirable to obtain the usual report upon the earlier ones. The report is prefaced by a Latin description of the Hundred and its rights, practically the same as that contained in the leases to Venables and Trafford, which are next referred to. Then comes a memorandum in English, constituting the report of the Auditor. After dealing with the two last leases, he says: "The premisses were granted by way of lease and not [by] way of custody, without the clause of *Si quis plus dare voluerit sine fraude vel malo ingenio*, but I find that the said William Trafford did pay a fine of tenn pounds to his said Majestie when he was Prince of Wales." This seems to require a little explanation. When a Hundred was in the hands of a sheriff or of a bailiff who held no lease, he held it as "custos," and it was his duty, simply as an official, to account for actual revenue; he made no profit. On the other hand, the farmer who took a lease paid his rent to the Sheriff and made what he could. It was usual for leases of this kind to contain a power[1] to increase the rent if a *bonâ fide* offer of more was forthcoming; but a

[1] The clause usually ran as follows: "Si quis sine fraude vel malo ingenio pro firmâ predictâ de incremento infra terminum predictum plus dare voluerit tunc dictus AB. tantum pro eadem soluere teneatur si firmam habere voluerit supra-dictam." See the fee farm leases in the App. to Prof. Muir's "History of Municipal Government in Liverpool."

system of fines was adopted instead in the case of the Hundred leases.

Following upon the report[1] (which is otherwise uninteresting) comes a Minute of the terms upon which the desired lease will be granted, as follows :—

"This Perticular is made by my Lord Treasurer's order of the 27th December last upon the humble Peticion of John Carter for a lease of the premisses to be granted unto him for one and twenty years in such manner as the same were granted to William Trafford above mencioned at the above said rent of xxxis. viiid. and twenty shillings per annum de incremento, if your lordships think fitt in lieu of a fine of Tenn pounds as was paid upon the first lease. Provided that both the said rents be duly paid at Michaelmas and the Annunciacion by equal porcions during the time or within forty dayes next past either of the said feasts. And that the lease be enrolled within six months after the date before the clerk of the Pipe or else become voyd," &c.

In consequence of these recommendations the next leases of the Hundred of Wirral are to be found enrolled in the Pipe Office of the Exchequer.

The lease to John Carter, gentleman, for twenty-one years at the increased rent of 51s. 8d. per annum was granted on May 12, 1662.[2] The obligation to render

[1] Pipe Office, Crown Leases, No. 2821.
[2] Pipe Office, Crown Leases, No. 2859. Printed App. II. No. 10.

a list of the profits of the franchise was enlarged to a covenant, within three years, and in every following seventh year, to lodge a schedule or rental, on parchment, of the revenue from the Hundred, with the names and addresses of all the inhabitants of the Hundred, and of the vills and hamlets contributing to the revenue.

Whether any such rentals were ever filed is doubtful, as no trace of them has been found. The obligation to render them occurs in subsequent leases and can scarcely have been an empty one. The information contained in such documents would have been of considerable interest.

Carter was probably the same person as the John Carter who, a few years before, was made steward of Denbigh by Charles II.[1] His lease was due to run out in 1683, but before that date it seems to have become transferred, probably by sale, to Randulph or Randle Dod, no doubt one of the Dods of Edge in Cheshire.

In 1679, Thomas Dod, perhaps a son or brother of Randle, petitioned for a new lease of the "Stewardship of Wirral." In view of the recent increase of rent, no new survey was thought necessary, and the Crown surveyor agreed to give the option of a thirty-one years' lease from 1679 on the surrender by Randulph Dod of the existing one, or a twenty-seven years' lease from 1683. Dod chose the former, and on the 25th November 1679 the new lease[2]

[1] Orig. 12 Car. II. rot. 57.
[2] Pipe Office, Crown Leases, No. 3261. Printed App. II. No. 11.

was granted at the old rental.[1] Apparently the covenants of the last lease had not been too carefully observed, and pressure had had to be exercised on the lessee, but, as it appears that no distress to enforce their observance was allowed to be taken on grants of this kind, Dod had to give a bond in £100 penalty to the King's Remembrancer to carry out his obligations. Dod's lease of 1679 became vested (whether by sale, descent, or otherwise is not clear) in Edward Glegg of Irby in Wirral, the son of Edward Glegg of Caldey Grange, by a second wife Anne. He was born about 1658, and married Jane, daughter of John Scorer, gentleman, of Westminster. She died in 1720, and was buried at Thurstaston. There are no records of his lordship of the Hundred, which was now in the hands of one of the most prominent families in Cheshire and one resident in the Hundred; and there it remained for upwards of a hundred years. Edward Glegg died on December 15, 1703, and by his will (which is dated only ten days before his death) he left the bulk of his property to Sir William Glegg of Gayton, his father-in-law John Scorer, and his only brother John Glegg of Tranmore, on trusts for his family. The will was proved at Chester on January 29, 1703, by Scorer, and also in October 1708 by the widow. It does not refer to the lease of the Hundred, which passed to his executors.

The lease ran till 1710, but in 1704 it was renewed[2]

[1] *Cf.* the rent of 47s. paid in 1681 for the Hundred of Bucklow.

[2] Pipe Office, Crown Leases, No. 3801. Printed App. II. No. 12. Compare the rent of £2, 7s. and £1 as a heriot paid in 1701 for a lease of the Hundred of Bucklow.

by Scorer, the executor, for twenty-five years from 1710, at the old rent of 51s. 8d. The new lease from Queen Anne took the form of a grant to Scorer in trust for John Glegg, the son and heir of Edward Glegg of Irby, and then a minor. Apparently there was some suggestion that Edward Glegg had parted with a portion of the Hundred and its rights, as in the lease we find a clause (which does not appear again) providing that on proof by any assignee of Edward Glegg of his right to a share of the Hundred, the executor should assign to him a like part of the new lease on payment of costs, &c. No such person seems to have come forward.

John Glegg was a Justice of the Peace for Cheshire. He married Frances, eldest daughter of Edward Birkenhead, and co-heiress with her sister Deborah, wife of William Glegg of Grange, to the estates of her uncle, Thomas Birkenhead of Backford Hall in Wirral, the present residence of this branch of the Glegg family. She was born in 1704, and survived her husband for some years, dying in 1791.

The Crown lease was twice renewed during John Glegg's life. In April 1734, a year before it would have expired, a new lease[1] of the "farm or custody of our Hundred of Wirehall and of the Courts and perquisites there" was obtained from George II. This lease was for twenty-nine years from 1735 and at the old rent. Again,

[1] Pipe Office, Crown Leases, No. 4373. Printed App. II. No. 13. In this lease the previous lessee is by mistake called "Peter Storer."

in March 1759, the lease was renewed[1] for twenty-five years from 1764. The rent remained at 51s. 8d., and the Hundred was now described as "parcel of the revenues of the Crown of England."

The only Court Roll of the Hundred of Wirral that is known belongs to this period. Unfortunately the roll itself is missing, and the particulars that follow are taken from a partial copy of it.[2] It was written on three sheets of foolscap, and appears to have been in two handwritings. The main body of the record was probably written by the steward, while the "presentments" seem to have been in the writing of an illiterate "jurier," with additions by the steward to explain them.

The roll is headed in the usual style as follows :—

Hundred of Worrall To wit — The Court Leet, Court Baron and View of ffrank Plege of John Glegg gentl^m^. Held for the said Hundred the nineteenth Day of April in the seventeenth year of the Reigne of our Sovereigne Lord George the Second and in the year of our Lorde 1744 before John Glegg gent^m^.

Then followed the names of the suitors of the Court, 304 in number, and coming from sixteen townships of Wirral, viz. "Wallazey," "Poolton and Seacomb," Liscard, Higher "Bebbington," Prenton, Capenhurst, Puddington, Little Neston, Hooton, Ness, "Tranmore," "Caldie," Landican, Arrow, Ledsham, and Woodbank. Dr. Hume[3]

[1] Pipe Office, Crown Leases, No. 5099. Printed App. II. No. 14.
[2] Trans. Hist. Soc. of Lancs. and Ches., vol. xxvii. p. 183.
[3] In Trans. Hist. Soc. (*loc. cit.*).

notes that nearly all the suitors seem to have been householders, which is not unnatural seeing that the obligation to do suit and service at a Hundred Court was founded in residence within its jurisdiction. Forty-three resided in Tranmere, thirty-four in Wallasey, twenty-nine in Little Neston, twenty-seven in Ness, eight at Ledsham, and six at Landican and Woodbank.

The presentments are chiefly for non-attendance to do suit and service at the Court, *e.g.*:—

> "Every one that did not appear that do belong to this Court this day we fine in one shilling each."
>
> "The inhabittan of Puddingto[n] for not appeering at this Coart in twelf pence each."

Nineteen persons were fined sixpence each for "beak in" (breaking) the "size" of bread and ale.

"*Walsey.* We order every person that belongeth to the pasture ditch, if a gap be broken down, after 24 hours notis if not made up, to pay 10/- for every default after notis from ye constable or warned in the churchyard.

"We present Henery Bird, Mr. Hyde, Elizebeth Hill, John Mulenex, John Ranford, James Ranford, Tho. Bertels in 5/- each for breach of an order (of last Court for not keeping up their pasture fence).

"We present Joseph Robison for taking a large tree away being a weaf,[1] in one pound.

[1] No doubt blown down by the wind and a perquisite of the lord.

"*Capinhurst.* We order John Mayson to cut and ditch betwixt John Mayson poolhay corner and John Baxter's poolhay corner betwixt and next Cort, in pain of 10/-.

"*Liskit.* We order every person that turneth seep [sic] out to the common without a separd shall pay twelve pence each sheep.

"*Tranmore.* We order George Myres to take away the thorns that ly in the gate in the Rode to Samuel friest's holt, betwixt and the first of May next, in pain of twenty shillings."

No civil proceedings in the nature of actions for debt, trespass, &c., are mentioned, but it was not customary to record these on the rolls, which would only contain the names of the suitors at the annual View of Frankpledge, and the presentments of the leet jury.

These entries may be said fairly to illustrate the petty and yet useful jurisdiction of the Court in those days. It is to be regretted that more of such rolls have not survived, as they would throw much light on the history, development, and customs of the Hundred of Wirral.[1]

[1] That rolls were kept whilst the Court was in the hands of the Glegg family is shown by this solitary roll of 1744, but Mr. Birkenhead Glegg of Backford Hall, the present head of the Irby family, has been unable to show the writer any. He possesses a fine series of rolls for his Manors of Irby and Greasby, running almost continuously from 1692 to 1766 and from 1790 to 1820 (which it is hoped he may some day allow to be examined) and, from the regularity and care with which these have been kept by the Glegg's various stewards (who would probably also be stewards of the Hundred Court) during a period almost exactly coinciding with the Gleggs' farm of the Court of Wirral, it seems more than likely that rolls for the Hundred Court were equally well kept. It is possible that they may yet be found.

It will be noticed at once that persons from only sixteen out of the threescore or more townships which existed in Wirral at this date appear to have owed suit and service to the Hundred Court. In the absence of further rolls it is unsafe to infer that these were the only townships at this date within the jurisdiction of the Hundred view and leet, but it is probably the fact. It must be remembered that suitors who were bound to attend a manorial court leet were excused from going to the leet of the Hundred, and that a manorial View of Frankpledge released the tenants of that manor from attendance at the Sheriff's Turn.[1] Now there were a great number of manorial leets in Wirral, and several persons were entitled to a View of Frankpledge in various parts of the peninsula, and a careful examination of the townships reveals the fact that the ones absent from the Hundred roll are just those which were, at some time or other, within a manorial leet or view. On the other hand, those whose residents did suit at the Hundred Court in 1744 seem to have been attached to no manorial leet, except in two or perhaps three cases, which may possibly be accounted for by the local leet jurisdiction having lapsed, so causing them to come within the leet of the Hundred. This explanation of the small number of townships attending the Hundred Court is not insisted upon, but seems a natural one.[2] The fact

[1] Stubbs' "Constitutional History," vol. i. p. 400.

[2] The facts upon which this theory is put forward cannot be adduced here, but are based upon the particulars of the courts leet in Wirral given in Ormerod (1882), vol. ii.

that its leet jurisdiction was limited in this way would not affect the civil or Court Baron jurisdiction of the Hundred Court, which seems to have been exercised up to the last more or less all over the Hundred.

The death of John Glegg occurred on May 14, 1768. By his will, dated December 2, 1767, he left all his personal property to his wife, and appointed her and his son John (born December 6, 1732) executrix and executor. The will was proved at Chester by the son alone on June 17, 1769, but before that date it was thought proper to vest the remaining years of the lease of the Hundred in him. This was effected by a deed,[1] dated August 6, 1768, by which, for a nominal consideration, the widow transferred the franchise to her son and took from him the usual indemnity. Our knowledge of this deed is owing to the obligation to enroll assignments, which was inserted in leases after 1734.

A third Glegg now became lessee of the Hundred of Wirral and held the office for thirty-eight years until his death. In the meantime he renewed the lease in 1786 for twenty-seven years from 1789[2] and still at the old rent of 51s. 8d. which was fixed in 1662. No fine was exacted on the new lease. This John Glegg, who resided at Ashfield House, Great Neston, married his cousin Betty Glegg in 1762, and died on March 6, 1804. His will is dated July 9, 1802, and was proved at

[1] Land Rev. Enrolments, vol. xvi. See App. II. No. 15.

[2] Pipe Office, Crown Leases, No. 6012. Printed App. II. No. 16. Compare the rent of £2, 10s. for the Hundred of Bucklow, raised in 1813 to £3, 10s.

Chester on May 15, 1804, by his widow. Under its provisions the Hundred devolved on his son and heir, afterwards Lieutenant-General Birkenhead Glegg (born November 1, 1765), who, therefore, became the lessee of the lordship of Wirral for the twelve remaining years of the Crown lease, which ran out in 1816. It was not renewed, and thus the Hundred of Wirral passed out of the hands of the Gleggs who had farmed it for upwards of a century.

PART II

CHAPTER VIII

THE LORDSHIP OF JOHN WILLIAMS, 1820–1829

State of the Hundred Courts—William Hutton's attack—The Court of West Derby—The Crown sells the Hundred—The Claremont Estate Act—John Williams — The Crown grant — Wreck — Royal fish — Queen Elizabeth's inquiry, 1595 — Treasure trove — Conviction of Williams for Forgery — Transfer of the Hundred in Prison—Common Law Commission.

At the beginning of the nineteenth century, the Hundred Courts all over England had sunk very low. They had long survived their usefulness; the gradual fall in the value of money rendered the limit of jurisdiction obsolete; their ancient duties were almost all performed by the justices or by the police; and, like many another institution which has lived too long, they became a nuisance. Their cumbrous machinery of legal processes, ill adapted for the trifling disputes for which it was put in motion, was used as an engine of oppression. Rapacious stewards and attorneys took advantage of the right to use almost all the processes of a superior Court, to foment and exploit petty disputes, to pile up bills of costs out of all proportion to the case, and to extract payment by iniquitous distresses to the ruin of the unfortunate debtor. As, however, the Courts were chiefly in the hands of

titled or important county families, any attempt to dispute such vested interests was not very likely in those days to succeed.

In 1789 a vigorous onslaught upon the Hundred Courts had been made by William Hutton, who was one of the commissioners of the Birmingham Court of Requests. A number of these local courts had been established some years before for the recovery of small debts, and Hutton actively advocated an extension of their jurisdiction. Besides writing an account of his own Court, he also published a pamphlet[1] in which he strongly contrasts the advantages of the Courts of Requests (where there was no jury) with the abuses existing in the Hundred Courts. He deals chiefly with the Hundred Court of Hemlingford (Warwickshire), but "in exhibiting one we see all," he says, and his description of a Hundred Court is well worth quoting: "A Court chiefly applied to by the ignorant, and those who delight in the sweet but poisonous feast of revenge —a Court which multiplies the evils it was meant to redress; directed by craving leeches who suck the deepest where there is no blood to spare." The feelings of a stranger attracted to the Court by curiosity are thus described:—

"While he breathes this polluted air, he will doubt whether he breathes in a land of freedom. If he

[1] "A Dissertation on Juries, with a Description of the Hundred Court": Birmingham, 1789. Published as an Appendix to his "Courts of Requests," 1787.

happenes to be an antiquary, he will find this the only species of antiquity in the neighbourhood that disgusts him; if a divine, he will have ocasion to warn his hearers to avoid *two* places; if a lawyer, he will wish himself *in* one; if he be no housekeeper,[1] he will congratulate himself that he is out of its reach; and, if it was possible he could, in any place, rejoice because he possessed no property, it might be in this. He will observe, they are seldom troubled with penetrating to the root of the question, but content themselves with the *fruit*. He will also perceive the jury are composed of the lowest class, collected from the shop, the street, and the ale-house, who, having no character to keep, have none to lose; equally narrow in understanding and in fortune; humbly submitting to direction, and, by echoing back the words of the Judge, become the magpies of the Court. A degenerate Court can only be served by a degenerate Jury; in both the observer will discover a family likeness, they exactly tally, but with this difference, while one carries off the golden fleece, the other looks wistfully on."

The methods of business can best be gathered from the following extract:—

"While an attorney frequently concerned in the Hundred Court sat smoaking his pipe in a public-house, he observed to the landlord, 'if he had any money owing him, he could easily recover it without

[1] The jurisdiction of the Hundred Courts was founded in residence.

trouble or expense.' 'I have none,' replied the landlord, to this silver bait, 'but what I expect in due course;' 'yes,' answered his wife with a smile, 'John M—— owes for two mugs of ale.' With this slender authority the attorney proceeded against him in the Hundred Court for four-pence. The expence soon mounted to more than two pounds, at which price his effects, perhaps, had been rated, and poor John's bed was taken from under him with his other trifling chattels, and he with his family despoiled of housekeeping. The Bailiff of the Court who took the distress and sold the property, forgot to render an account, or return the overplus, for which John was directed to sue him in the Court of Requests. The landlord appeared and declared he never gave, nor intended to give, an order to pursue him in any Court, believing he would pay him without, and that his wife meant no more than a jest. Upon enquiry there appeared four shillings due to John which the Court awarded against the Bailiff, who, being a stranger to tender sensations and habituated to acts of violence, was in no way abashed; but of all the persons in the Court, seemed the only one who felt no pity for this hard case, a case where the little delinquent was surprised into ruin, and where the crime and the punishment bore no proportion."

Probably the Court of Wirral was not at this date quite so scandalous an institution as the one depicted by Hutton, but similar abuses were to be found all over

the country. Across the Mersey the Wapentake or Hundred Court of West Derby, then held by the Earl of Sefton, as hereditary steward under a grant from Henry VI., became a public scourge, and a "Waping-tax" was a well-known weapon with which to threaten one's neighbours upon the slightest excuse. In 1818 a request of Egerton Smith, the editor of the *Liverpool Mercury*, to be furnished with instances of abuses in the Hundred Courts, produced, amongst others, the following letter, written by an unlucky man against whom a neighbour had commenced an action for "words" (in which a penny damages would frequently carry five or six pounds of costs):—

PLEAS SUR.

The whole concarn of the waping tax was in this way. My wief lost a new cloak and the woman that lived in our room was in and out for too or three ours aftar we went to bed, then I went the next night and spoke to hur why she was in and out tell 2 or 3 in the morning. She went to Mr. —— in the square and sent me a waping tax, which I was very straing in the concarn of it and what was best to do. the wief and I went to —— and told him my situatiun and It was very roagish mater. that what I did say to the woman was in the room only both and no witness. All this would not doo I must pay to him £1, 10s. 0d. or elce my goods must go. we praid and tould him that we had 5 small children and was very hard with

us. then he said he would take £1, 5s. 7½d. then the we agreed to pay so much a wick, so that we paid so far as 11s. and then my wief throw povarty mised 2 wick, and the 3 wick on wensday at noon he sent 3 of his booms to our house. Wel thay would not go out of the house without £2, 10s. 7½d. more. then oi did as wel with them as oi could. then they did agree to take £1, 5s. od. and pay to —— the other £1, 5s. 7½d., so i did at 2s. per wick. So to remain your humble sarvant

DAVID EDWARDS In Crump St.

To the credit of the Earl of Sefton it must be said that he was unaware of the existence of such scandalous practices in connection with his Court, and he at once had new rules prepared to prevent such occurrences in future.

After the expiration of Glegg's lease of the Hundred of Wirral, one might therefore have thought the Crown would have refrained from giving to any one the opportunity of pillaging the poor of Cheshire in the guise of justice. It was, however, too much to expect that in the reign of George III. official notice would be taken of such matters, and not only did the Crown prolong the existence of the Wirral Court, but they parted for ever with any control over it. By selling the franchise outright they placed in the hands of a succession of unscrupulous persons a weapon which, for nearly forty years, hung threateningly over the heads of the inhabitants of Wirral

or descended to maim and cripple them. During the few years following the expiration of Glegg's lease the Crown had several applications from other persons for the Hundred, but eventually the Commissioners of Woods and Forests (in whom Crown franchises were now vested) decided to sell it by public auction. Two reasons appear to have influenced them. In the first place they were advised that the possession of the lordship of Wirral would very probably attract one of the large landowners in the Hundred, such as Sir Thomas Stanley (of Hooton) or another, who might consider it an honourable appurtenance to his estates, and in the second place the Commissioners were busy selling Crown lands under the Claremont Estate Act.

Owing to frequent improvident grants by the Crown of royal revenues and franchises, particularly by William III., various Acts, dating from the first year of Queen Anne's reign, had been passed, the effect of which was that all grants or leases from the Crown of any royal manors or franchises for any longer term than thirty-one years or three lives were (with certain immaterial exceptions) void. It was necessary, therefore, before the Commissioners of Woods and Forests could sell any of them, that they should have power to do so by Act of Parliament. The power to sell in this case was given by an Act[1] passed in 1815 "for ratifying the purchase of the Claremont Estate and for settling the same as a residence

[1] 56 Geo. III. c. 115.

for Her Royal Highness the Princess Charlotte Augusta and His Serene Highness Leopold George Frederick, Prince of Coburg and Saalfield."

Under this Act the manors of Esher and Milbourne, together with the mansion-house "Claremont,"[1] were bought by the Crown for £66,000, which was payable in cash produced by the sale of 3 per cent. consolidated annuities. The property was vested in the Commissioners of Woods and Forests, who were given power to sell Crown lands and franchises in order to raise the money to replace the 3 per cent. annuities which had been sold; and the Hundred franchise of Wirral was one of the properties sold under this Act. Its annual value by a recent survey was at this time set down as only £1, 15s.,[2] although the rent last reserved was, as we know, £2, 11s. 8d.

The Hundred Court was advertised for sale by Messrs. Potts & Co. of Chester, on November 16, 1819. As a further inducement to purchasers, three privileges were added to the franchise which had never been leased out with it by the Crown. They were the rights to "wreck," to "royal fish," and to "treasure trove"; in other respects the franchise as offered for sale was the same as that possessed by the Gleggs.

[1] Claremont had been built by Lord Clive at a cost of £100,000 on the site of a house built by Sir John Vanbrugh, the architect. After passing through various hands, it was acquired as above for a royal residence. Princess Charlotte died there in 1817, and the King of the Belgians appropriated it for the use of the royal Orleans family after their exile from France in 1848. Queen Victoria acquired the property in 1882–83, and it became the residence of the Duchess of Albany.

[2] Fourth Report, Commissioners of Woods, &c., 1823.

The auction took place at the "Pied Bull," the quaint old hostelry still standing in Northgate, Chester, and the strange sight was witnessed of a law court, with all its attendant rights, being put up to sale to the highest bidder. John Williams, attorney, of Liverpool, offered the most money, and the Hundred of Wirral was knocked down to him for £230.

Williams was a son of Samuel Williams of Great Neston in Wirral. He appears as an attorney from 1816 onwards, and had his residence in Nelson Street, St. James, Liverpool. His office was in Union Court, Castle Street, which is still tenanted mainly by lawyers. In subsequent years Williams resided in Seacombe on account of his health. So far as can be gathered, and up to a certain point, he seems to have been a respectable person and to have had a fair practice as a solicitor.

The sale was completed on the 8th April 1820, upon which day the £230 was paid into the Bank of England. A copy of the deed of grant appears in Mortimer's "History of the Hundred of Wirral,"[1] but it is very inaccurate and incomplete. In this copy the price is stated to be £500. It seems scarcely likely that this was a clerical error, and it is probable that an incorrect copy of the grant was purposely supplied to Mortimer in order to magnify the importance of the Hundred Court. This supposition is strengthened by the fact that the copy in Mortimer omits entirely a long paragraph in the original

[1] Pp. 154–5. A complete copy appears at Appendix II. No. 17 to this book.

grant containing various excepted fines and amercements, and certain powers, which were reserved to the Crown. The owner of the Court would, no doubt, be quite willing to create the impression that a high price had been paid for the privileges, and that his powers were not in any way curtailed.[1]

A few words must be said about the new rights which Williams succeeded in obtaining.

The right to "wreck" was essentially a royal prerogative and was frequently granted out to lords of manors. No doubt Williams thought it might constitute a right of considerable value, having regard to the situation of the Hundred of Wirral. Dr. Redhead (vicar of Rock Ferry from 1844 and previously curate at Bebington) states he did not think that Williams had any idea that he was entitled to flotsam and jetsam, but that Moreton (who, as we shall see, subsequently became Lord of the Hundred) examined his powers more closely and found himself entitled to these things and more of which his predecessors had not dreamt. It is noticeable, however, that there is no express mention of flotsam and jetsam in the deed of 1820, and it was decided in the year 1601[2] that in a royal grant of "wrecks," things flotsam and jetsam were not included, but only wreck actually thrown up or stranded on the coast.

By granting "wreck" in the Hundred of Wirral to

[1] Mr. Peacock, the steward, was one of the original subscribers to Mortimer's book, and doubtless supplied the so-called copy of the deed.

[2] Constable's Case, 5 Co. Rep. 107.

Williams the Crown were clearly infringing on the rights of the numerous lords of manors there who already enjoyed the right to it, and we shall see later on that the power of the Crown to make such a grant was challenged and the claim of the Lord of Wirral disallowed. Probably "wreck" was deliberately inserted by the Crown officials, as they were at this time actively engaged in urging the Crown's claim both to it and to foreshore all over the kingdom.

The right to royal fish—*i.e.* whale and sturgeon cast ashore or caught near the coast—was one frequently granted away by the Crown elsewhere, but in the case of Cheshire it seems to have been jealously preserved.[1] The capture of a sturgeon was a matter of some importance. Among the records of the Corporation of Chester are copies of letters from the Mayor of Chester to the Lord Chamberlain in July 1593, announcing the capture of a sturgeon, which was brought before the Mayor. This fish seems to have been taken on the Wirral side of the Dee, near Blacon, and a dispute arose between the Mayor and Richard Trevor of Trevallin, who alleged it was taken on the Welsh side of the river, and belonged to him as Vice-Admiral or representative of the Lord High Admiral. Perhaps it was in consequence of this dispute that Queen

[1] By decree of the Admiralty Court, 20 Hen. VIII., the Prior of Birkenhead was declared entitled to royal fish, wreck, flotsam, jetsam, lagan, deodands, &c., within certain limits on the Mersey. Harl. MSS. 2010, f. 208 (48). But in his plea to Quo warranto, 27 Ed. III., the Prior had disclaimed wreck and royal fish; and it does not appear how the Priory subsequently acquired the right to them.

Elizabeth appointed a special commission[1] in 1596 consisting of Peter Warburton, serjeant-at-law, and Hugh Beston, the Receiver-General for North Wales, to inquire into the capture of royal fish on the coast of Cheshire. The letters patent recited that it had been a palatine franchise from time immemorial to have all royal fish, such as whales, sturgeon, and "thorlhede" (porpoise), caught in or about the shores of Cheshire, brought to the Castle of Chester, where the customary fee was paid to the captor. But for some years the capture of such fish had been concealed and not reported, so that the perquisites were being lost. Accordingly, juries were to be impanelled at the Hundred Courts of Wirral, Eddisbury, and Bucklow as those bordering on the sea and the rivers Dee and Mersey, and witnesses examined, in order to ascertain on oath what royal fish had been caught and by whom. The commissioners were given power to enter the liberties, and were to make a report to the next county sessions at Chester, and preserve the right of the Crown to fines.

Williams, therefore, obtained a right which at one time was considered of considerable value. But the silting up of the Dee and the growing shipping of the Mersey made it unlikely that he or his successors would benefit by the capture of many whales or sturgeons in the nineteenth century.[2]

[1] C. R. R. 261, m. 7, 5. A translation is printed in "The Cheshire Sheaf" (3rd Ser.), vol. iv. p. 6.

[2] A curious seventeenth-century ballad giving a description of a strange and miraculous fish (a whale) cast up on the meads of the Hundred of Wirral, is printed in "The Cheshire Sheaf" (3rd Ser.), vol. iii. p. 6.

The right to "treasure trove" does not seem ever to have been exercised, but as the records of coroners' inquests are not preserved, it has not been possible to make sure.

From this date to the abolition of the Court of the Hundred its reputation rapidly declined. Under the guise of the administration of justice, the process of the Court was used to oppress and harass the inhabitants of Wirral. Protests and appeals were unavailing, as the power of the Court was clear and the title of its owner beyond dispute. Owing, however, to the fact that there were very few newspapers circulating in Wirral at this date there has been difficulty in obtaining definite information of the proceedings of the Court. Dr. Redhead records, however, that £100 as a fine or damages were obtained by Williams from Archdeacon Clarke, vicar of Eastham, for an informal committal as magistrate, for which he was summoned before the Hundred Court, whilst a similar claim against the rector of Bebington, caused by a mistake of the Justice's clerk, was compounded for £5 and expenses.

But John Williams did not enjoy the fruits of his enterprise long, as, in 1829, he was convicted of forgery. The conviction in those days would have had the effect of causing, by attainder, a forfeiture to the Crown of all his possessions, including the right to the Hundred Court, but, by previously executing a mortgage of all

his property, he avoided this. A small pamphlet,[1] printed in Liverpool, gives an account of the trial, which took place at Lancaster Assizes before Mr. Justice Bailey on the 13th March 1829, and excited great and painful interest. It appeared that in 1825 Williams had forged the signature of one William Garner to a mortgage deed of land in Birkenhead in favour of a Miss Mather (afterwards Mrs. M'Clelland) who was one of Williams' clients. This lady advanced £650 on the forged deed, and Williams misappropriated the money. It is believed, and at any rate it is charitable to suppose, that Williams obtained an advance from his father whilst in prison awaiting trial, in order to make restitution to Miss Mather. Whether this was his object, or whether it was done to avoid forfeiture, or to raise money for his defence, is unknown, but by mortgage deeds[2] of 23rd and 24th February 1829, he transferred the Hundred Court and all the rest of his property to his father, Samuel Williams, in return for an advance of £600 and further future advances not exceeding in all £1000. The result of this transaction, effected probably in view of his certain conviction, was that Williams divested himself of what is called the legal estate in the Hundred of Wirral, and, by his conviction, only forfeited the right to pay off the mortgage and so get his property back. The position was curiously complicated by the fact that he himself

[1] "The Trial of John Williams for Forgery," printed by W. Bethell, No. 9 Williamson Street, Liverpool, 1829.

[2] In the possession of F. E. Roberts, Esq., solicitor, Chester.

as Lord of the Hundred was entitled to the property of convicted felons.

The bill of indictment at the trial was thirty feet long and contained sixteen counts and 500 law folios of words. Williams was sentenced to death, but the jury recommended him to mercy on the score of his previous good conduct to his wife and four children. Before leaving the assizes the judge reprieved him, and eventually his sentence was commuted to transportation for life. According to Mrs. Gamlin and Dr. Redhead, the transported convict (called by the latter "Roger" Williams) eventually became very wealthy in the colonies and kept up a large establishment there. However this may be, he disappears entirely from the history of the Hundred Court.

In 1828 Common Law Commissioners had been appointed to inquire into the extent of the jurisdiction and authority of all borough and other local courts throughout the Kingdom, but, although the Hundred Court of Wirral appears in the list of courts,[1] no returns were made to the inquiries of the commissioners. The reason was possibly the conviction of John Williams, and the fact that his father had not, when their report was issued, restarted the sittings of the Court.

[1] 4th Report, Pt. II. App. i. 38.

CHAPTER IX

THE LORDSHIP OF SAMUEL WILLIAMS, 1829–1853

Samuel Williams — John Peacock, the steward — Parliamentary Return for the Court—Number of cases—Distringas and Replevin—Profits—Dr. Redhead's effort to extinguish the Court—Sittings at Neston—Death of Samuel Williams —His will—Bequest of the Hundred to his grandson, Samuel Spencer.

SAMUEL WILLIAMS was now, by virtue of the deed of 1829, the Lord of the Hundred of Wirral, and owner of all the rights possessed by his son. He resided at Great Neston, and was born in the year 1768, so that he was sixty-one years old when he became Lord of Wirral. He was a man of little or no education.

There is not very much information available of the history of the Court whilst he owned it, but there is no doubt he took advantage of his rights. Probably the Court was not active again until 1835, when, as was customary and necessary, a member of the legal profession was appointed by Williams as steward and judge, to preside over and control the proceedings of the Court. John Peacock, who was appointed steward of the Hundred Court, was born about the year 1798. He was a solicitor, and in 1829 he became a member of the Liverpool Law Society, which had then been founded only two years. He was president of the Society in 1843–44, and was the founder of the late firm of Liverpool solicitors called

Peacock, Cooper, & Gregory. Mr. Peacock died on the 24th May 1886, aged eighty-eight, and was buried in Smithdown Cemetery, Liverpool.

From a Parliamentary Return of 1840[1] we can obtain some official details of the Wirral Hundred Court at this period furnished by the steward. The jurisdiction of the Court was there stated to extend over the Hundred of Wirral: and the Court had cognisance of all debts and demands under 40s. (a limit fixed, as we have seen, by the statute of Gloucester in the time of Edward I.). The officers of the Court at this date were the steward and the owner Williams, who acted as clerk. The duty of the latter was to issue writs, to file process, and conduct the ordinary business of the Court, but he was not allowed to issue execution in any case without personally making the steward acquainted with the circumstances. The office of the Court (presumably at Neston) was open daily from 10 to 4 for all purposes connected with its business, and the steward sat every fourth Monday for the trial of causes, hearing motions, &c. The extent of the business is shown by the fact that in 1836 there were 195 suits entered, in 1837, 191, and in 1838, 181, and that at the time of the Return, there were 138 actions pending in which the officer of the Court was receiving the debt and costs by instalments.

[1] Relating to Courts of Requests, Courts of Conscience, and other local courts. Parl. Papers, vol. xli. It appears from this Return that the only other Hundred Courts alive at this date in Cheshire were those of Bucklow and Macclesfield—neither of which were doing much business.

Among the processes of the Court mentioned in the Return was that of "distringas," which, in the Hundred Courts, operated to create great hardship. Upon proceedings being commenced to recover, say, a debt of 2s. 6d., the defendant, probably a poor person, had to enter an appearance to the action, and unless he could afford to pay an attorney 10s. for doing so, what was known as a "distringas" was levied upon his goods to compel him to appear, and all his property could be taken and sold by way of penalty. The proceeds did not go in any way in reduction of the debt, and the distringas might be levied three different times unless an appearance was entered by the defendant. The severity and injustice of this process was one of the strongest arguments for the abolition of the Hundred Courts.[1]

Another process which caused great hardship and oppression was that of "replevin" which consisted in a distraint upon the goods and chattels of the person in default who could only "replevy" or take them back upon complying with the order of the Court. This process was chiefly used to exact payment of fines, but also to enforce the attendance of jurors, whose goods were seized and held until they did suit and service to the Hundred Court.[2]

[1] See a petition for the abolition of the Hundred Court of Hemlingford, set out in an interesting paper on "The Hundreds of Warwickshire," by B. Walker, A.R.I.B.A., vol. xxxi., Transactions of the Birmingham Archæological Society.

[2] The cost of issuing *any* process was at this date not less than 8s. 5d., whilst the fees alone in the case of a trial by jury exceeded the limit of the Court's jurisdiction and ranged from £2, 9s. 6d. to £2, 15s. There was an additional charge of 6d. per mile for serving the summons and a fee of 8d. to the bailiff for doing so.

The Return already mentioned states that in the three years 1836 to 1838 there were thirty-three executions, all against the goods of the debtor, as there was no power to issue one against the person. The steward adds a note that an execution was never allowed to issue if it could possibly be avoided, as it was often ruinous to the parties, who were generally labouring men; and in all cases before issuing it, the clerk of the Court was required to send a printed circular intimating to the parties the consequence of not paying the debt and costs. It seems likely that this explanatory and gratuitous note was caused by the complaints of the oppressive nature of the proceedings of the Court, which were being made about this time. A further note states that as a considerable part of the business of the Court came from Birkenhead, the clerk of the Court attended in the neighbourhood every week for the convenience of suitors.

The net profits of the Court were at this date equally divided between the owner and the steward, and the Return states that "for the last three years they amounted to £285, 9s. 3d." Presumably this is the aggregate for the three years and not the annual figure. It represents less than £100 per annum for division between Williams and his steward, and it seems somewhat strange that a man of Peacock's position in his profession should have found it worth while to sit every month and to manage the Court for £50 a year.

Dr. Redhead[1] gives an account of the proceedings of the Wapentake Court about this date, and when he was curate of Bebington, in which he relates his efforts to extinguish the Court owing to the unjust and oppressive nature of its proceedings. Dr. Redhead states that about the year 1834 the possessor of the Court was "John Williams, the father of Roger, both attorneys, the latter having been transported in 1833." There seems to be no record of any one named Roger Williams ever having been connected with the Court, nor was there a Roger Williams, attorney; and there is no doubt, as we have seen, that it was John Williams the son who was transported, and Samuel Williams the father who owned the Court in 1834. Dr. Redhead goes on to say that at the time "the County Courts Bill, which extinguished all minor courts was agitated," and that he endeavoured, by appeals to Lord Tollemache, Sir Philip Egerton, and others, to get the Wapentake Court of Wirral included in the schedule, but was unsuccessful. Probably he referred to the Bill which became the County Courts Act, 1846, and contained a schedule of local Courts of Request, which were thenceforth to be held as County Courts, and to which the County Court rules and regulations were to apply. As the Hundred Court of Wirral was not a Court of Request, and had not been constituted by Act of Parliament, it would not naturally be one of the Courts to appear in the schedule, and special provision would have had to be

[1] In "A Free Village Library."

made in the Act for its extinction, which Dr. Redhead failed to obtain. A special Act for the purpose was suggested, but the expense of obtaining it was prohibitive. Dr. Redhead's efforts were, however, so far successful that Williams ceased to harry his parishioners. The establishment of these Courts of Requests and their development into the new County Courts was another nail in the coffin of the Hundred Courts.

During the ownership of Samuel Williams the Court was held at Neston (then the largest township in Wirral) in the building situated at the northern corner of what is known as Pykes Weint. There Dr. Redhead appeared to intercede on behalf of several poor persons who had been fined or summoned, and found the old man Williams seated in a chair placed on a table. (Possibly this was before Peacock was appointed to preside as steward.) In reply to a demand for his authority, Williams said he had bought his privileges for a thousand pounds and there he would sit in spite of Dr. Redhead or any one else ; but he added, "Give me my money and I will give up my rights." If Williams was speaking the truth, then it would seem that, in addition to the £600 advanced to his son whilst in prison, he had made the further advances necessary to bring the amount owing on the mortgage of 1829 up to the figure of £1000 contemplated by the deed, but it will be seen later on that he refers in his will to the amount owing as only £600.

In spite of his age, Samuel Williams continued to hold

the Court, certainly until 1847, as Mortimer in his "History of Wirral" (published in that year) mentions that he was then holding it. The old man was, however, in his dotage, and ceased to hold the Court for the last few years of his life. He died on May 14, 1853, aged eighty-five, and was buried at Great Neston parish church on the 18th May. His will was proved at Chester on 16th October of the same year. It was dated July 23, 1850, and in it he is described as "a gentleman." He appointed his friends James Woodward of Great Neston, schoolmaster, and Benjamin Maddocks of the same place, butcher, his general executors. He left legacies to his grandson, Samuel Spencer, and his grand-daughter, Sarah Jones, the children of his deceased daughter, Jane Jones. He bequeathed to his grandson, Samuel Spencer, the £600 due in respect of the mortgage of 1829, and devised to him the Hundred of Wirral and all the other property included in the mortgage. Further, he appointed Spencer as executor in respect of the £600, although (he says in his will) "I do not expect the same to be recovered." The will was witnessed by "his friend" John Peacock, the steward. The value of his personal estate (other than the £600 due on the mortgage) was under £2000. A second grant of probate was made on the 23rd August 1854 to Samuel Spencer as executor in respect of the £600. Apparently he had not considered it worth while till then to prove his title to the mortgaged Hundred franchise, but there is with the probate papers at Chester

a letter, dated at Liverpool on August 19, 1854, from Robert Grace, solicitor, to the registrar of wills, Chester, saying that Samuel Spencer had sold his interest in the Hundred of Wirral, which was given to him under his grandfather's will, to Grace's client, Mr. Samuel Holland Moreton, for £100, less expenses.

Two new and striking characters now appear upon the scene, and the remainder of the history of the Hundred Court centres round their proceedings.

CHAPTER X

THE LORDSHIP OF SAMUEL HOLLAND MORETON

Sale of the Hundred to Moreton—Account of him—The Wapentake Court revived at Neston, 1854—Robert Grace, the steward—His disreputable character—Contempt of Court—Mr. Thomas Smith's experience—His appointment as affeeror—Oath of affeeror—Fines for encroachments—Unwilling jurymen—Fines of Bebington residents—Jurisdiction over highways enforced—The Railway Company forced to repair the bridge at Tranmere—The reeve and ale-taster—Description of the Court at Tranmere Castle Hotel—Moreton claims the foreshore—Cases at the Wapentake Court.

THE notorious Samuel Holland Moreton was himself a solicitor, and so far as he is connected with the Hundred Court, he appears nearly always to have been in alliance with Grace; probably it was Grace's idea that Moreton should acquire, and exploit for what they were worth, the rights of the Hundred Court, which had fallen into disuse during the last years of the life of Samuel Williams and had never been exercised by Spencer. At any rate, working, as it was rumoured at the time, upon the ignorance or poverty of Spencer, they induced him to part with his rights for the paltry sum of £99, 19s. The transaction was carried out by a deed,[1] dated September 23, 1854, made between Spencer and Moreton, whereby Spencer, under the powers of sale given

[1] In the possession of F. E. Roberts, Esq., solicitor, Chester.

to his grandfather by the mortgage of 1829, transferred to Moreton all the rights over the Hundred of Wirral contained in the Crown grant of 1820.

Samuel Holland Moreton was born about 1794. He was the son of a cobbler, and in his early days was himself a shoemaker, but forsook that occupation for the more remunerative one of lending money. He also in later years carried on the business of a licensed victualler in Liverpool. In 1833 he was admitted as a solicitor, and appears in the Law List, with some exceptions, from that date up to the time of his death. He does not seem to have practised his profession to any great extent, but he continued his money lending, from which the greater part of his fortune was derived. At one time he lived at Rose Place, Liverpool, and had an office in Moorfields. In subsequent years he lived in Hunter Street, but having acquired some property in Shaw's Brow, he resided there until his death. He was a member of the Roman Catholic Church. In 1838 he married Agnes Bell, who was one of a family of twenty-one (twenty girls and one boy), the children of a Liverpool minister!

Moreton is described as a man of avaricious and penurious tendencies, combined with a certain eccentricity of manner which served to cloak his real character. He seems to have been entirely unscrupulous, and, whilst it was in his hands and under the stewardship of Robert Grace, the reputation of the Wapentake

Court of Wirral became blacker than ever. At the time when he purchased the Court he was comparatively well off, and the suggestion that the money he left at his death was made by him out of the Court has no foundation.

Moreton was not long before he acted upon the rights acquired from Spencer, for in less than a month[1] we find in most of the local papers the following paragraph, obviously inspired by him :—

"The Neston Wapentake Court which had fallen into disuse for some years, has again been revived, and held its first sitting on Monday at Great Neston. The Steward or Judge of the Court is Mr. Moreton, Solicitor of this town, who has appointed Mr. Robert Grace, attorney, to be his deputy. Mr. Samuel Spencer, late district officer of the Birkenhead County Court, has been appointed High Bailiff of the Court. The object of the Wapentake is the recovery of small debts, and it will, we hear, besides sitting at Neston, hold adjourned sittings at Birkenhead and Liscard for the convenience of suitors."

It will be observed that the civil or Court Baron jurisdiction of the Court is alone referred to, the Court Leet or quasi-criminal side being discreetly omitted from the notice. Spencer, it will be seen, received an appoint-

[1] October 21, 1854.

ment, perhaps as part of the bargain effected with him by Moreton. The first sitting of the Court was no doubt formal, and no business seems to have been transacted.

Robert Grace, generally known as "Bob" Grace, who was really the steward and judge, was born about 1810. He also was a solicitor, and his name appears in the Law List fairly regularly from 1831. Early in his career he lived in Olive Mount and his office was in South Castle Street, but subsequently he went to live at Holt Cottage, Tranmere. He was a man of great ability, but a most eccentric and disreputable character. He had a high idea of his importance as steward, and on one occasion when the jurisdiction of his Court was disputed, he is reported to have exclaimed, "Sir, I would have you know that my Court has jurisdiction over everything except murder, piracy, and high treason."[1] The boys in the streets of Tranmere, where the Court was often held, were in the habit, in consequence of his important air, of calling him "Lord Derby," and once when Grace was passing through the streets some of them made a chaffing reference to "Lord Derby's cocks and hens," which seems to have annoyed him. He struck one of them on the head with a bag containing a legal tome entitled "Roscoe on Evidence," which, as Grace's solicitor remarked, "had given many a hard knock in its time." For this assault Grace was fined.[2]

[1] "W," in *Liverpool Daily Post*, Nov. 2, 1900.
[2] *Liverpool Chronicle*, July 14, 1855.

He was also fined on another occasion for being drunk and creating a disturbance at the overseer's office at Tranmere.[1] The overseer stated that "the judge" made a point of resorting to his house on all occasions when he so far forgot his judicial dignity as to give way to indulgence in drink, and that the day after the disturbance he added insult to injury by summoning the overseer to serve as a juror to the Wapentake Court.

Grace survived several years after Moreton's death in 1869, and died on February 14, 1874, being found lying head downwards at the bottom of the stairs of his office in South Castle Street. There was no evidence how he came to fall, but he had been seen shortly before in a state of intoxication.

His brains probably suggested to Moreton the acquisition of the Court as a means of exacting money, and he seems to have been responsible for many of the remarkable proceedings that occurred during his stewardship. He presided in Court and there exercised his considerable legal knowledge in devising or unearthing fresh and safe methods of extortion. One of the safest and least assailable was the power to fine for contempt of Court. As disobedience to any order was treated as contempt, it can easily be imagined how dangerous a privilege such a power could be in the hands of unscrupulous persons such as Moreton and Grace. Although the Wapentake Court had no power to imprison for debt, it could do so for contempt,

[1] *Liverpool Chronicle*, Sept. 1, 1855.

and it is said (though the writer cannot check this) that Moreton actually had persons lodged in the county gaol until a fine and an apology were forthcoming.

Some interesting information as to the doings of Moreton's Court comes from Mr. Thomas Smith, aged eighty-five, now living in Cleveland Street, Birkenhead. In 1855 Smith was living at Windle Hill, near Hinderton, in Wirral, and one day when he was at work in his garden, a man called to him to come at once to the Wapentake Court sitting at the Inn known as the Shrewsbury Arms, Hinderton. He treated the summons as a joke, whereupon two men were sent and Smith was haled to the Court in his shirt-sleeves. On his arrival he found Moreton, Grace, and others seated at a table spread with food and drink. Grace informed him they were about to fine him £20 for not coming at once, and that it was no joking matter. Smith was appointed one of the "affeerors" to the Court (an honour which he shared with Shakespeare, who held that post at Stratford-on-Avon). "Affeerors" or "taxators" were, by the effect of Magna Charta, a necessary feature of Hundred Courts. They were persons who, upon oath, settled and moderated the fines and amercements imposed for offences arbitrarily punishable, or that had no express penalty appointed by statute. No such fine could be inflicted by the Court until approved of by the affeerors, except in the case of a suitor present in Court who refused to act on the jury, in which case the steward could inflict a fine without consulting the affeerors.

It will thus be seen that the position was a most responsible one. The oath of the affeeror was as follows :—

"You shall swear that you will well and truly tax, assess, and affier all the amerciaments presented in this Court, and in doing of that you shall not spare any for love, feare, nor affection, nor raise nor inhaunce any more grievous than shall be reasonable according to their deserts made, and not more nor less, nor for envy nor for love assess or affier, but upon every one severally according to the quantity of their offences made and not otherwise. So help you God, &c." [1]

Smith evidently fulfilled his delicate task to the satisfaction of the Court, as he acted again on several occasions, and saved many of his friends from being too heavily fined. In one case a neighbour built a wall for safety round a pond on his property next to the road. He was summoned for encroaching upon the road, and the Court proposed a fine of £20. Smith, as affeeror, objected that this was excessive, to which Grace, the steward, replied, "Nonsense, who is to pay for all this?" pointing to the spread upon the table. The fine, however, was reduced to £10, as the affeeror stuck to his guns. The offender in this case was probably a flour-dealer, named Chesworth, of Bebington, who, according to Mr. Thomas Field, built a house at Windle Hill, and was fined for some such encroachment.

[1] Kitchin's "Jurisdictions.

In spite of Smith's efforts, persons were fined practically on no grounds, the sums obtained being often spent in drink, and in entertaining any one in favour with the Court. The members of the Court, with a packed jury consisting of their friends, used to drive out from Birkenhead to Hinderton in an omnibus. They were usually dressed in shabby black tail or frock coats, and their appearance can be imagined from the statement of a witness who told the writer he could not in a week's time collect such a disreputable-looking crew in all Liverpool.

One of the peculiar powers always incident to a Hundred Court was the right of the steward, when in want of jurors, to compel strangers riding or passing along the highway to come in and be sworn. This dangerous privilege was freely availed of by Moreton and Grace, and used as an instrument for extorting fines. Merchants and visitors on their way to and from town, and at the railway stations, were accosted and summoned to sit as jurors at the nearest public-house, in company with the riff-raff of the neighbourhood. A refusal was met by a fine, which, in default of payment, was exacted by means of seizure and sale of the recalcitrant's property. As the real object was not so much to obtain jurors as money, a second summons to serve would be issued, and so on as long as money in lieu of service was forthcoming. Dr. Redhead relates that half the residents in Bebington and many elsewhere, who were "worth a shot," had dealings more or less unpleasant with the Court. One gentleman, Mr.

Dobbin, was fined three times at £50 each for non-attendance at Court, but in this case the greater part of the penalty was remitted upon submission. Mr. Fisher, another well-known resident, was summoned to attend, and, upon the advice of his solicitor, did so. Again he was impressed, and again he sat, so, as nothing could be made out of him, he was suffered to dwell in peace.

The jurisdiction of the Court over highways and waste lands was actively enforced, and numerous fines inflicted for purprestures, *i.e.* encroachments. In one case a Wirral landowner employed a large number of stonemasons to erect a wall in a situation disapproved of by Moreton, who, on the completion of the work, at once took the masons into his service and paid them for pulling it down again! The owner protested, and is said to have carried his grievance into the law courts at Chester, but, in common with many others who attacked the undoubted rights of the Lord of the Hundred, lost his case, and had to pay the costs.[1]

In one instance the powers of the Wapentake Court were put to a good use. The Birkenhead and Chester Railway bridge over Green Lane, Lower Tranmere, had for some years been in a state of disrepair. It leaked badly and the water remained undried under the archways. Appeals to the Railway Company and orders by magistrates were unavailing, whereupon Grace, who resided in Tranmere, took the matter up. A jury of the

[1] *Vide* "A Free Village Library."

Wapentake Court viewed the bridge, and the repairs were ordered to be done at once, under penalty of a fine of £100, and on pain, it is said, of seizure of the line and arrest of the manager and directors for contempt in case of non-compliance. One account states that, as the Company were still contumacious, the bailiffs of the Court seized a train about to start from Monks Ferry station! This would be possible as there was no Act exempting railway rolling stock from seizure in those days. Mr. Thomas Field (now aged seventy-five), who was then stationmaster at Hooton, informed the writer that he did not think a train was stopped, as no doubt he would have heard of it; but he thinks some waggons may have been seized. Notice was received by him from the manager of the Railway Company to attend at Birkenhead Police Court, to be sworn in as a special constable, a breach of the peace being anticipated. He attended, and found that all the other stationmasters on the line were also being sworn in. Instructions were issued to them by the Company to resist any seizure, and in case of need to summon a body of platelayers and porters to defend the Company's property. Mr. Field heard nothing more about the matter; and the Company eventually repaired the bridge and removed the nuisance.

The Hooton stationmaster's first experience of the Lord of the Hundred was of a different kind. Moreton, who was unknown to him, one day got out of the train, and found the platform door locked. His arrogance

brooked no opposition or delay, and he proceeded to force the door open, and passed through to the omnibus which then ran from Hooton to Neston. The station-master came up and demanded who had broken open the door, and upon a stranger, who was seated in the bus, saying he had, seized him and knocked his head against the side. A bystander warned Field it was the dread Lord of the Wapentake, and that he would get into trouble, but nothing came of the affair as Moreton, though furious at the insult, doubtless saw he was in the wrong.

A reeve or bailiff, and official Ale-Taster was appointed by Moreton in the person of his clerk, Whittaker Edmondson. The duties of an Ale-Taster were to see that good and wholesome beer and ale were brewed, to taste them before sale, and to see that the price was within the legal limits; and to enforce the proper weight of bread. For these purposes he had a roving commission throughout the Hundred, and in case of default it was his duty to "present" the offender to the Court for punishment.

Mr. Thomas Smith who, as we have seen, often was present as affeeror, states that Edmondson was not at all well received at Court by the steward unless he was able to present some one from whom a fine could be exacted for breach of duty. For this reason, and also no doubt because of a natural thirst, the Ale-Taster was very diligent in his duties, the performance of which

seems to have necessitated a larger consumption of ale than he was capable of managing. It used to be an obligation on those who were entitled to enforce the assize of bread and ale in this way to keep a pillory and tumbril to punish faulty bakers and brewers. History does not relate whether Moreton did so, but we may be sure that if he had thought their provision would have brought him any advantage he would have kept them. Edmondson was probably one of the last Ale-Tasters ever appointed, the Rossendale Ale-Taster, Taylor, being perhaps the last in point of date.[1]

A description of the Court sitting at the Tranmere Castle Hotel has been supplied by Mr. George Clark, senior, and Mr. Thomas Garner, both ancient inhabitants of Birkenhead, who have very distinct recollections of the proceedings.[2] The hotel was kept by a family named Fernyhough, who were in close alliance with Moreton and Grace; and the sittings of the Court there contributed largely to their takings. The Court sat in a very large parlour with an oblong table down the middle, and an elevated chair at one end for the judge or steward. Here Moreton would sit with a clay pipe in his mouth and a glass of drink beside him, and next to him his steward. Down the table sat the jury, and the rest of the space was occupied by onlookers, all of whom were liberally supplied with drink, paid for out

[1] See *Notes and Queries* (3rd Ser.), vi. 390; (7th Ser.), iv. 477.
[2] *Birkenhead News*, Sept. 1 and 8, 1906.

of the fines or exacted under the name of "costs." Mr. Garner was present when his grandmother, Mrs. Ellen Garner, the licensee of the "Black Horse," Higher Tranmere, was put upon her trial for damaging a fence. In spite of the efforts of Grace, she defended herself with such skill that a fine of one farthing only was inflicted, but she was condemned to pay costs, which were taken out in drinks all round to the assembled company.

In June 1855, when the Bills under which the Mersey Docks and Harbour Board acquired the Birkenhead docks were before Parliament, we find Moreton advancing a new claim. A local paper[1] stated upon reliable authority that a sudden and unexpected claimant to the foreshore of the Cheshire side of the River Mersey and Dee and comprising the whole of the Birkenhead docks, was about to appear in the person of Samuel Holland Moreton, Esq., Lord of the Hundred of Wirral, who based his claim upon the Crown grant of 1820 (no doubt on the right to "wreck") and intended to assert his claims previous to the Dock Bills becoming law. The Bills eventually passed without any clause saving the rights of, or giving compensation to, Moreton, and therefore we can only suppose that he was unable, as was likely from the form of the grant, to substantiate his claim to the foreshore, which in this case was of enormous value.

On September 3, 1855, one of the Wapentake Courts (which were then held quarterly) took place at

[1] *Liverpool Chronicle*, June 23, 1855.

the Tranmere Hotel before Grace, the steward.[1] There were seventeen cases entered for trial by jury, and as this was one of the last Hundred Courts ever held, it is worth noting the nature of some of them.

An action for damages for false imprisonment was brought by James M'Mahon of Liscard, schoolmaster, against Elliott Hodson, a Birkenhead police detective. Verdict for the defendant. An action by John Brown, cooper, of Birkenhead, against Joseph Sill, a Bebington farmer, was for £1, 19s. 11d. the price of a new churn. (It will be observed that the claim was just under 40s. in accordance with the ancient limit of the Court's jurisdiction.) Another case was a claim for damages for trespass by a squatter, who had enclosed some vacant land at Tranmere, against the husband of a woman who had trampled on the seeds sown there. Grace, as judge and steward, held that the squatter, whether rightfully in possession or not, could maintain an action, but the jury returned a verdict for the defendant. Other cases included a claim for the price of a dog, and an action for damages against one of the staff of the highway surveyor for injuries received by falling over a heap of stones in Beech Road, Tranmere.

[1] *Liverpool Mercury*, Sept. 4, 1855.

CHAPTER XI

THE LORDSHIP OF SAMUEL HOLLAND MORETON (*continued*)

Embezzlement by Messrs. Brocklebank's cashier—His arrest—Injunction whilst in prison—Conviction of Wilson—Seizure of his house at Clatterbridge—Moreton obtains all Wilson's property—The Wirral Manor House—The Court House—Sale of the Manor House—Moreton's dinners—The *Liverpool Chronicle*—A bailiff killed—Mr. Christopher Bushell's horse—Abolition of the Wapentake Court—County Courts Act, 1856—Claims for compensation—Wreck—Board of Trade inquiry—Church of Holy Cross.

ONE of Moreton's most successful exploits is worth recording in detail.[1] In 1856 Messrs. Thomas & Ralph Brocklebank were carrying on the business of merchants and shipowners which still exists in Liverpool as T. & J. Brocklebank. They had a cashier named Robert Wilson, a confidential clerk, entrusted by them with large sums of money, who maintained a large private establishment on the Cheshire side of the Mersey. In February 1856 Wilson absented himself from Messrs. Brocklebank's counting-house, and it was then discovered that a considerable quantity of money and securities had been taken away by him. A reward of £200 was offered for his apprehension, and he was arrested in a few days in

[1] Mrs. Gamlin's account of this incident is very incorrect. The details above are taken from the Bills of Complaint in Brocklebank *v.* Wilson, and Moreton *v.* Brocklebank (1856), and the local papers.

Low Hill, Liverpool. Money and securities to the amount of £2900 were found upon him. He was charged with embezzlement, and committed to the assizes for trial. Besides the moneys he had carried off, Wilson for several years had misappropriated sums amounting in all to some £7000, with which, it was said, he had purchased lands and house property. These included twenty-nine acres of land and a partially built house at Thornton Hough in Wirral (subsequently called the Manor House or "Court House," Clatterbridge), held on lease from the Earl of Shrewsbury, some house property in Oxton, and in Wood Street, Birkenhead.

Whilst in prison, Wilson threatened to take steps to dispose of these properties, and Messrs. Brocklebank applied to the Master of the Rolls and obtained an injunction restraining him from doing so. Wilson was tried at the Liverpool spring assizes before Baron Martin, and at first pleaded not guilty, but afterwards withdrew this plea. Baron Martin, in sentencing him, said that it was the very worst case of embezzlement he had ever known, and he must inflict the severest possible punishment, namely, transportation for fourteen years. So far as can be ascertained what followed was this. Moreton and Grace were quite alive to the mediæval right conferred by the Crown grant of 1820 on the Lord of the Hundred of Wirral to the goods and chattels of a felon; and so soon as Wilson was convicted they hurried over the river to Thornton Hough

and took possession[1] of Wilson's house. Wilson's wife and family were summarily turned out (a witness is alive who saw them deposited in the road), and the house was occupied by Moreton.

At Messrs. Brocklebank's instance a receiver was appointed of all Wilson's property, and took possession of it, with the exception of the house at Clatterbridge, of which he could not get possession owing to the occupation of it by Moreton. He did not, however, attempt to disturb Moreton, but at the same time would not recognise his rights, and therefore, in 1859, Moreton commenced proceedings in Chancery against Messrs. Brocklebank, claiming that *all* Wilson's property vested in him as the property of a felon, but that he could not safely, or consistently with due respect for the Court, disturb the possession of the receiver, notwithstanding that it was founded on no rightful title. On the 12th July, 1860, four years after the seizure, the Master of the Rolls made a decree, declaring that, upon the conviction of Wilson for felony, the astonishing result followed that *all* his property vested in Moreton, except four houses in Wood Street, Birkenhead, which, apparently, Messrs. Brocklebank were able to earmark as having been bought with their money. Messrs. Brocklebank had to pay Moreton's costs.

[1] Mrs. Gamlin (copying from the Mayer pamphlet) inaccurately states that Wilson fled from justice, and that Grace took possession of the house as being the property of an outlaw or fugitive from justice. It was as the property of a convicted felon that it was seized.

Moreton allowed Mrs. Wilson to re-occupy the house at Clatterbridge for a time, but subsequently Mrs. Moreton, and occasionally he himself, lived there until shortly before his death. He proceeded at once to erect a Court-house on the property, and spent considerable sums in completing it and also the house, which he grandiloquently named "The Wirral Manor House." The Court-house stands on the south side of the building, and can be seen from the Clatterbridge Road. It is a plainly built and lofty structure of red brick, some 75 feet long.[1] The Court apparently sat on the first floor, as there are no windows in the lower part of the building, which is now used as a stable and barn. A precipitous flight of stone steps leads up into a small lobby on the first floor, from which doors open to the right and left. The door to the right has a window in the upper part and leads into a room where, no doubt, the Court sat. This room is some 35 feet long, and 20 feet wide. It has three large windows on each side, and a fireplace at the end, which has been bricked up. The room to the left of the lobby was probably intended as a waiting-room. It is divided from the Court by a partition of panelled wood. This room, in addition to four windows at the sides, has two at the east end, which are partly filled with yellow glass. The inside walls of the Court are of imitation stone, and the building must have cost a considerable sum to erect. There

[1] See frontispiece.

seems to be no date or inscription on any part of the building.

Moreton died in possession of the Manor House, and some years afterwards (in May 1874), his representatives sold it with the sanction of the Court of Chancery. The conditions of sale referred to Wilson's conviction and the seizure by Moreton "as representing through intermediate assurances a grantee from the Crown of the goods of felons within the district." The property was purchased by one Alexander Kelly, and after passing through various hands, is now owned by Joseph Hoult, Esq., late M.P. for Wirral, whose residence is close by.

After this Court-house was built, the Wapentake was once or twice held there by Grace, who, an eye-witness[1] states, was often more or less intoxicated when presiding as judge. His decisions in this state naturally gave great dissatisfaction, and large crowds of incensed farmers and villagers gathered outside the Court to discuss their grievances, which were becoming a grave public scandal.

A feature of the Court were the dinners given by Moreton when his affairs were flourishing. After the proceedings of the day were over, he was in the habit of summoning the jury and any other persons he happened to see, to dine with him. It is said that he went so far as fining for contempt of court those who declined to attend. An excellent dinner with plenty of wine was provided, but no drunkenness was allowed. Those who

[1] Capt. Beckett, whose wife was a niece of Mrs. Moreton.

exceeded their capabilities were summoned the following day, and if not fined, were bound over to observe moderation at the next meeting, a promise which they were unable to redeem, being never invited again.

It is said[1] that David Ross, the editor of the *Liverpool Chronicle*, was threatened with committal by Grace for writing a leader on the vagaries of the Hundred Court, and there are at any rate several references to it by that paper in by no means complimentary terms. In April 1856, Greenaway Saunders, who was one of the bailiffs of the Wapentake Court, went to serve a summons for the sum of eightpence on Thomas Cross, a bootmaker in Birkenhead. Cross for some reason objected, and struck the bailiff over the head with a boot-tree, inflicting injuries from which he subsequently died. In commenting upon the case, the *Chronicle*[2] referred to the deceased as "an officer of one of those sinks of abomination—a Wapentake Court—nuisances which were rife a quarter of a century ago." A sentence of nine months' imprisonment on Cross was considered very severe by the townspeople of Birkenhead, who had suffered a good deal from the attentions of this bailiff. (Cross was, it may be remarked, a curious character. He obtained much notoriety for selling his wife for 5s. to go to America, and drew up a formal agreement for her sale. He fell down dead whilst engaged in a walking match to Chester.)[3]

[1] By Mrs. Gamlin in "'Twixt Mersey and Dee."
[2] April 5, 1856.
[3] *Birkenhead News*, Sept. 8, 1906.

A further sarcastic reference to the Court appears in May 1856, when the paper reports a rumour that the Birkenhead bellman had got up a memorial applying for the situation of hangman to the Wirral Wapentake Court, a reference, doubtless, to the pretensions of the lord to authorities and jurisdictions which he did not possess.

There is no doubt that, in spite of the efforts of some of the papers, many scandalous proceedings of the Court were never reported. The Court was a movable one, and could sit wherever the lord or his steward desired, so that in case of necessity a jury would be hastily impanelled by commandeering passers-by, and a travesty of justice administered on the spot. The newspaper reporter not being so ubiquitous as at the present day, the proceedings would only become known by hearsay, and the fear of contempt of court might very well prevent reference to them.

Up to this time those who had attacked the Lord of the Hundred had got the worst of it, but an incident occurred about this period which eventually led to his downfall, although at first he seemed to have had the better of his antagonist. The late Mr. Christopher Bushell, J.P., a Liverpool merchant, about the year 1855 bought the Hinderton estate in Wirral, and erected the house known as "Hinderton Hall," now the property of Sir Percy E. Bates, Bart. Upon this estate there was a stone quarry by a footpath which runs from Raby to Willaston near the Water Tower. Exactly how Mr. Bushell incurred

the displeasure of the Wapentake Court is not clear, but he seems to have closed up the entrance to his quarry or some road or footpath near it. Moreton objected to this either as an interference with a right-of-way or a right of taking stone from the quarry, and called upon Mr. Bushell to open up the gate. He declined to recognise the authority of the Court and was consequently summoned to appear before it. As he did not do so, he was fined. An application for payment met with no response, and Moreton therefore resolved upon a fatal step. He sent his bailiffs at night and seized out of a field a valuable cart horse belonging to Mr. Bushell. A notice was left behind on a post saying what had been done and the horse was sold at Chester Fair and, it is said, bought back by the owner. As it was feared further seizures would be made Mr. Bushell armed his men with pitchforks and bludgeons and set them to watch his stock at night, but probably Moreton began to realise the calibre of his antagonist as no more distresses were taken. According to some accounts of the episode, costly and prolonged litigation arose between Mr. Bushell and the Lord of the Hundred, but no record of it has been found. It is clear, however, that Mr. Bushell set himself to bring about the downfall of the Court, as the high-handed nature of its proceedings and abuse of power rendered its continuance quite unbearable.

The end of the Wapentake drew near, and the agitations of the aggrieved inhabitants of Wirral were at last

successful. Its demise was announced in the following newspaper article :—[1]

"Our readers will remember the sensation which was caused in Liverpool and Birkenhead a few months ago by the reopening of one of those abominations, a Wapentake Court, in the Hundred of Wirral, and the extraordinary freaks under the name of justice which were perpetrated on the other side of the water. Of course, it was not to be endured in the middle of the nineteenth century that these ludicrous follies should continue; and accordingly a clause was introduced into an Act during the present session of Parliament which knocks this Wirral Wapentake Court as completely on the head as if it never had an existence, to the great delight of the Cheshire people, who stood in daily terror of the tremendous and irresponsible authority with which it was vested. The powers of this Court, like many similar Courts in various parts of the Kingdom, were supposed to fall into desuetude, because opposed to the spirit of the age, until they were revived in Cheshire by a purchase from the Lord of the Manor to the astonishment of every one. But although the Court and its officers, in its new form, can hardly be said to be more than a year or so old, the Bill provides that these worthies shall all have compensation given to them for the losses they will sustain by the extinction of the Court. By what legal machinery these losses are to be measured we have no means of knowing; but the cost will be paid

[1] *Liverpool Chronicle*, July 26, 1856.

out of the general funds of the country, and not, as many people have supposed, by a tax levied on the people of the Hundred of Wirral. Perhaps it is fortunate, under the circumstances, that a Wapentake Court *can* be so quietly and readily abolished; but we hope that the Lords of Manors elsewhere who have latent Wapentake Courts on their estates will be a little more cautious how they dispose of such enormous powers for a comparatively trifling consideration. They ought to have some mercy on the public."

The Act of Parliament referred to[1] came into operation on the 29th July 1856. As originally introduced, the Bill was simply one to amend the County Courts, which had then been established some ten years. In committee, however, the influence of the representatives of the suffering inhabitants of Wirral, probably headed by Mr. Christopher Bushell, was sufficiently strong to get a clause inserted which gave a deathblow to the Wirral Wapentake. Their case must indeed have been a strong one, and it is worth noting as further evidence, if need be, of the scandalous misuse of this particular Court, that it was not until eleven years later that the jurisdiction of the other surviving Hundred Courts was curtailed.[2]

Section 77 of the Act of 1856 provided that "from and

[1] County Courts Acts Amendment Act, 1856.

[2] By the County Courts Act of 1867. The Hundred Courts of Offlow (Staffs.) and Hemlingford (Warwicks.) had been abolished in 1852 by similar provisions in the County Court Act of that year. An account of the latter Court is given in "The Hundreds of Warwickshire," by B. Walker, A.R.I.B.A., vol. xxxi., Trans. of Birmingham Archæological Society.

after the passing of this Act no action or suit shall be commenced in the Hundred or Wapentake Court of Wirral, in the county of Chester, and the authority and jurisdiction of the said Court shall cease." All pending actions and suits were transferred to the County Court. Every person who was legally entitled to any franchise or office in the Court was to be entitled to make a claim for compensation on the Treasury within six months after the passing of the Act, and the Commissioners were to inquire what was the nature of the office, and what were its fees and emoluments, and to award such gross or yearly sum as they thought fit for loss of office.

In due course claims for compensation were lodged with the Treasury by Moreton as lord, by Grace as steward, and by Whittaker Edmondson as reeve and bailiff. Accounts were submitted by the steward for the seven quarters from October 1854 to the end of July 1856, which showed the gross receipts of the Court for that period to have been £360, 6s. 6d., *i.e.* about £200 a year, which is a surprisingly small figure considering the largeness of some of the fines said to have been inflicted. The majority, however, of them did not exceed a few shillings, and, as already shown, some of them did not always come into the hands of the Court in the shape of cash. But doubtless the figures supplied to the Treasury were as high as could be given. They dispose of the current idea that Moreton and Grace made a considerable fortune out of the Court.

Edmondson, the reeve, stated that his fees for the same period amounted to £44, 2s.

The following sums were awarded as compensation :—[1]

To Moreton	£250
To Grace	300
To Edmondson	60

The Hundred Court was now gone, but there still remained vested in Moreton, for what they were worth, the quasi-manorial and other rights conferred by the Crown grant of 1820. These were quite unaffected by the Act of 1856, which did not purport to revoke the grant. Moreton still continued to describe himself as "Lord of the Hundred of Wirral." Grace also appears in 1857 in the Law List and directories as "Steward of Wirral," and from 1858 to 1860 as "High Steward of Wirral Hundred." Whether there was any substantial value in what was left to them is more than doubtful, but efforts were occasionally made to keep the rights alive. On one occasion a diamond ring was found on the beach on the Dee side of Wirral. Moreton promptly claimed it, presumably as wreck as it would not constitute "treasure trove," and succeeded in establishing his claim, or at any rate defeating that of any one else.[2]

Very early in his career Moreton had advanced his claim to "wreck," and sent notice of it to the Lord of the Manor of Eastham and Hooton, and probably to

[1] Information of the Treasury.

[2] Information of Captain Beckett.

others, threatening to take action if they laid hands on any wreck thrown up within the limits of their manors. It seems very likely that his claim was disputed by them, and it will be remembered that "wreck" had never formed part of the rights of the Crown lessees of the Hundred, but had somehow slipped into the deed of 1820 to John Williams on the occasion of his purchase. The right to it might have been tested in the case of a schooner which had been in collision in the Mersey, and, after being abandoned, had grounded on Tranmere beach. Moreton claimed the ship, but when he found there was no cargo, the vessel being in ballast and badly damaged, he did not pursue the matter further.

In 1857 an inquiry was held at Liverpool by James O'Dowd, solicitor to her Majesty's Customs, into the claims of Lords of the Manor and others to "unclaimed wreck" under the Merchant Shipping Act of 1854. This Act contained new provisions regulating the seizure and sale of unclaimed wreck on the coasts, and provided for notice being given to the Receiver of Wreck by any Lord of the Manor or other person who set up a claim to it. The inquiry was held for the purpose of adjudicating upon the claims which had been received in respect of the coasts of the Mersey and Dee. It lasted for several weeks and much interesting information was given as to the manorial titles in the district.[1] Among the claims put forward was that of Mr. J. Baskervyle Glegg

[1] *Liverpool Daily Post*, May 25, 1857, and *Liverpool Courier*, May 27, 1857.

of Gayton in respect of the Hundred of Caldy,[1] and documentary evidence was put forward, showing uninterrupted enjoyment there of the right to wreck from early times down to the date of the inquiry. Moreton, however, put in a claim (based upon the Crown grant of 1820) to all unclaimed wreck found on the shores of the Hundred of Wirral and throughout the extent of the maritime limits of that Hundred. He was represented at the inquiry by Grace, who produced the Crown grant of 1820, and the deeds subsequent thereto by which the Hundred devolved upon Moreton.

When dealing with Moreton's claim, Mr. O'Dowd expressed considerable surprise at what he termed his very startling and extensive pretensions, more especially seeing that the amount of the purchase money paid by John Williams (whose interest Moreton represented) amounted only to the small sum of £230, and that Moreton had himself purchased the whole of the rights for the still smaller sum of £99, 19s. Mr. O'Dowd pointed out that the Hundred of Wirral by the latest surveys comprised upwards of 60,000 acres of land, in ancient times comparatively valueless, but then of a value impossible to be appreciated, over all of which Moreton claimed lordship. The commissioner said that Moreton based his claim on the very comprehensive language of the grant, but although this gave Williams

[1] This Hundred within a Hundred had its own Court, and must not be confused with the Manor of Caldy, which was quite distinct.

all that was meant by "the Hundred of Wirral," there were qualifying and restrictive words in the deed which indicated (to Mr. O'Dowd) that but a small portion of the Hundred was intended to pass to the purchaser. The words referred to were: "Which said Hundred and premises are portions of the possessions of the Land Revenues of the Crown . . . and were last demised . . . by letters patent . . . bearing date the 8th day of April 1786 to John Glegg of Neston . . . for a reversionary term of 27 years." Mr. O'Dowd complained that the lease to Glegg had not been produced, nor had Moreton been able to satisfy him what were the particulars and conditions of the sales of Crown lands at the time of Williams' purchase. Under the circumstances Mr. O'Dowd intimated that before reporting to the Board of Trade he would have to obtain information from the Office of Woods and Forests as to the terms of the lease and also the precise lot of which Williams became the purchaser. On another part of the case Mr. O'Dowd felt considerable difficulty. On reference to the Act of George III. it appeared that the power to sell Crown lands, hereditaments, and revenues, although embracing several royalties, did not specify "wreck." Mr. O'Dowd could not agree that a power to sell "hereditaments" was sufficiently comprehensive to include "wreck," because, in his view, the Crown was entitled to wreck by force of its prerogative and not in the way of inheritance. Whilst feeling doubts and difficulties as to

the excessive exercise by the Commissioners of Woods and Forests of the powers of the Act, Mr. O'Dowd intimated that he could not think of reporting against a claim which rested upon a sale made by the Commissioners without further inquiries. He decided therefore to make a special report to the Board of Trade and obtain their decision whether, having regard to the wording of the statute, the terms of the Crown grant, and an alleged acquiescence of the Crown in the exercise of Moreton's rights, his claim to wreck might not be admitted in respect, not of the Hundred of Wirral, but of the particular part of it of which he was the *bonâ fide* and absolute owner under the deed of 1820.

This decision, if it may be so called, does not seem to be very satisfactory or very clear, and shows the commissioner did not appreciate what the franchise of a Hundred was. He seems to have thought that a grant of the Hundred of Wirral could not possibly include rights over the whole land of Wirral; but there is no doubt that it did, though, as we have seen, it did not carry the ownership of the soil. As we know, the Crown lessees did not possess the right to wreck, but if they had, it seems clear that they, and all subsequent owners of the Hundred, would have been entitled to wreck throughout the whole coasts of Wirral.

Mr. O'Dowd's report to the Board of Trade was confidential, but he would no doubt ascertain from the Commissioners of Woods and Forests that the Crown lessees

never had the right to wreck. The result of his own inquiry proved that the right to unclaimed wrecks on the coasts of Wirral was held by various persons, who all showed a lengthy manorial title. This of itself would be almost sufficient to prove that at the time of the Crown grant of 1820 the right to wreck was not in the Crown, and that in selling it they were disposing of something they had not got. Presumably Mr. O'Dowd reported against Moreton's claim; at any rate the Board of Trade refused to admit it, and his name does not appear in the records of the Receiver of Wreck at Liverpool or Chester amongst the list of Lords of Manors entitled to unclaimed wreck.[1]

After this date to his death, the only feature in Moreton's career worth noting is that he was persuaded to interest himself in church matters, and eventually contributed some £2000 towards the erection, about 1860, of the Church of the Holy Cross in Great Crosshall Street, Liverpool, the architect being the younger Pugin.

[1] The names and districts of those whose claims were subsequently admitted are:—Richard Errington: Ness, and Puddington (from Burton to Little Neston and from Shotwick to Burton); W. W. Congreve: Burton (between Ness and Puddington); James Houghton: Great Neston (Little Neston to Leighton); John Baskervyle Glegg (in respect of the Hundred of Caldy): from Leighton-on-Dee to Seacombe (except the Manors of Caldy, Wallasey, and Liscard); Richard Barton: the Manor of Caldy (from the south boundary of West Kirby to the north boundary of Thurstaston); the devisees of Richard Smith: Poulton-cum-Seacombe (from Birkenhead Dock on the south to Egremont Ferry on the north); Major Orred: the Manor of Tranmere (from Birkenhead to Rock Ferry); C. K. Mainwaring: the Manor of Bromborough; R. C. Naylor: the Manor of Hooton and Eastham (from Bromborough Pool to Poole); Marquis of Westminster: the Manor of Whitby and Overpool. "Custom House Records" at Liverpool, Chester, and Connah's Quay. 1860 & 1861.

CHAPTER XII

THE MORETON WILL CASE

Death of Moreton—Newspaper articles—The making of his will—Bequest to Roman Catholic Bishop of Liverpool of all his property—Validity questioned by widow—Dr. Goss and the Hundred of Wirral—Widow lodges a caveat—Notice to tenants—Pressure on widow to compromise—Moreton's ghost—Withdrawal of widow's opposition—Supposed heir-at-law intervenes—Trial—Will set aside—Death of Dr. Goss—Litigation among rival claimants—James Moreton, heir-at-law—Sale of Hundred of Wirral to Leather—Moreton gets it back—His death.

MORETON died on March 24, 1869, at his house in William Brown Street, Liverpool, aged seventy-five, and was buried in the Catholic Chapel at Neston. The circumstances of his death and the making of his will were very extraordinary, and no account of the Lordship of Wirral would be complete without full reference to them, as the destination of the rights of the lord was now for several years in dispute. A local paper was at this time devoting much attention to the growing influence of Roman Catholicism, and a series of able and at times amusing articles at once appeared dealing with the Moreton will case. The first[1] bore the sensational title "Priestly Will-making in Liverpool; Bishop Goss Heir to £30,000," and proceeded as follows:—

"The power which the Church of Rome exercises, by

[1] *Liverpool Courier*, April 9, 1869.

frequently wringing from her members, while on their deathbeds, immense bestowals of conscience money, is still notorious. We have had the practice exemplified of late years in numerous cases from the sister island, where, if Protestant ascendency has hitherto been official, Romish ascendency has been more actual. But we may be permitted to doubt whether any of those multiplied instances exceed in flagrancy a case of the kind which has just transpired in Liverpool. The most extraordinary rumours have been prevalent in the neighbourhood of Islington-flags as to the circumstances under which the late Mr. Samuel Holland Moreton, solicitor, of this town, died and made a will—or, rather, as rumour puts it, had a will made for him,—in which the whole of his extensive property goes to the Church of Rome, in the person of her chief representative here, the Right Rev. Dr. Goss, the titular Bishop of Liverpool. The late Mr. Moreton . . . in the course of his professional practice, acquired, in some occult manner, the Lordship of the manor in the Hundred of Wirral, and the rights of court-leet and wapentake connected with it. It has been stated that the person from whom he obtained the Lordship had succeeded to it by descent, but, having fallen into bad circumstances, and being unaware, through desuetude, of the privileges and emoluments still appertaining to the Lordship, he was induced to convey it to Mr. Moreton, though the 'consideration' has never transpired, and it has been said that the smallest coin in the realm will probably represent

it.[1] The original Lord, at any rate, benefited very little by the transaction, for he is, or was comparatively lately, working as a lumper at the Liverpool Docks.[2] When Mr. Moreton had got the Lordship fully transferred to him, he resuscitated it with a vigour which astonished the public, who were under the impression that it had been done away with, or was at the most an utterly *effete* institution. The ancient glories of the wapentake were sought to be revived in a curious fashion. Reeves or bailiffs were appointed, 'ale-tasters' were sworn in, and juries empanelled to attend the court-leet and view of frank pledge. The sittings were usually held at the Tranmere Castle Hotel, where small debts of the most trumpery character were tried in a fashion that rendered the tribunal a complete farce, though it was no joke for any unfortunate suitor who happened to be cast in damages, for the court, it turned out, had real functions, and amerced sundry persons in very grievous pains and penalties. The Lord of the Wapentake took cognisance of other and more serious matters than small debts. He dealt with sundry owners of property in a very high-handed fashion, and there was a famous collision with Mr. Christopher Bushell, of Neston, . . . which eventually resulted in the abolition, by Act of Parliament, of the Wirral Wapentake, though many of the rights of Lordship remained untouched. . . . The most audacious thing ever done in connection with

[1] It was stated in the deed to have been £99, 19s., as we have seen, page 107, *ante*.
[2] No doubt this refers to Spencer.

the Lordship, however, was the seizure of the property, which, of late years, constituted the manor-house, at the village of Thornton Hough, half-way between Lower Bebington and Neston. . . . Everything thus obtained was kept, and is part of the 'prize' which has fallen to the Church of Rome, or perhaps it would be more correct to say, has been snatched from a deathbed by some of her zealous ecclesiastics. Mr. Moreton being of very saving habits acquired a great deal of other property in various modes, and at the time of his decease owned property in Brunswick Road, Liverpool—as to the sanitary condition of which he was in frequent litigation with the Health Committee—worth £600 or £700 a year; property in Warwick Street, Liverpool; and a warehouse, cottages, brewhouse, public-house, and other tenements in Mill Lane and at the back of Islington-flags. Attached to his property he built premises which faced William Brown Street, immediately above the waste ground on the east side of the Free Library, and sought in vain to obtain a spirit licence from the borough magistrates. Failing in this, he opened it under a beer and wine licence, and generally lived there during the week, going home to the manor-house at Thornton Hough on Saturday afternoon, to remain until Monday, The Islington property being required by the Corporation for street improvements, Mr. Moreton made what was considered a very enormous demand for compensation for giving it up. The matter went to arbitration some months ago, and an award was made

fixing the value at £3300, which so utterly failed to meet Mr. Moreton's great expectations, that he used to threaten, in his foolish, eccentric sort of way,—which really meant nothing except great anger—that he would shoot the Town Clerk, Mr. Joseph Rayner, for the share he believed him to have had in defeating his exorbitant claim.

"We now come to the period immediately preceding Mr. Moreton's death, when circumstances are said to have occurred, which, if they are at all borne out by the facts, are simply scandalous. At the same time we must warn our readers that, from the very peculiar nature of the whole transaction, it is exceeding hard to get at the exact circumstances, and it is therefore very possible that when the matter comes to be sifted in a court of law—if it should ever reach that stage, as to which considerable doubt may be entertained—many of the present allegations will have to be considerably modified. These allegations, put into definite shape from the various rumours afloat, make up a story which is to the following effect.

"For about two months prior to his decease, Mr. Moreton had been suffering from bronchitis, and was usually attended by Dr. Stopford Taylor of Springfield. On the evening of Monday the 22nd of March, he was apparently rather better, and in accordance with a favourite habit, he had one or two friends and neighbours with him at the house in Islington, enjoying some games at whist. The old gentleman displayed considerable mental and

bodily weakness as the evening progressed, and after his friends left he became, during the night, much worse. There were besides himself two women servants in the house, Mrs. Moreton being at that time also unwell at the manor-house at Thornton Hough. Next morning, Tuesday, the 23rd, his medical attendant was sent for, and he arrived at the house at about half-past ten o'clock. Mr. Moreton then appeared to be insensible. The medical man was seen to shake him and call him, but he remained perfectly undemonstrative under this active treatment. It would appear that his disease had made such progress that, owing to its peculiar action on the blood and the brain, he must have been partially asphyxiated and quite incapable of exercising the ordinary functions of the brain. After the medical man left, the Very Rev. Canon Fisher, a well-known Roman Catholic dignitary, with whom Mr. Moreton had been in frequent communication, was sent for. Upon his arrival he found the old man *in extremis*. Leaving him, the canon went to the office of a local solicitor, and taking from there a boy or young man, returned to the residence of Mr. Moreton. Taking this youth and one of the servant girls into the bedroom, the rev. gentleman produced a form of will already drawn out, raised Mr. Moreton up in the bed, put on his spectacles, placed a pen in his hand, and, without reading the will over to him, got hold of his hand and guided the fingers of the dying and insensible man to form his signature at the foot of the will, which was completed by

the solicitor's clerk and the servant girl being constituted witnesses of the assisted signature.[1] By this will the whole of Mr. Moreton's property—some of which he had obtained through his marriage and the total value of which is said to be little short of £25,000 or £30,000—is bequeathed to the Right Rev. Alexander Goss, Bishop of Liverpool, for the benefit of religion as taught by the Roman Catholic Church. Not a penny's worth was left to Mrs. Moreton, not a penny's worth to any of the nephews and nieces of her husband or herself—there are no children. This pious work accomplished, another pious work followed, and extreme unction was administered to the penitent. Being now cared for, body and soul, his ecclesiastical friends had no further need for him. The medical man saw him again about nine o'clock that night in the presence of other persons, and the same treatment as that pursued in the morning was repeated, this time it would appear with a little better success. After being shaken and shouted to, the poor old fragment of mortality muttered something about being better, but nothing more could be got from him; he relapsed into unconsciousness, and towards morning of the 24th he died, his death being duly chronicled in the obituary of a contemporary on the 25th of March. In due time the widow came to make inquiry into the disposition of his property; and then she learnt how utterly bereft she

[1] There was in fact no solicitor's clerk present, the attesting witnesses being Canon Fisher and the servant girl.

was by that final event which had taken place in her absence. Notice has since been sent to the officials of the Corporation on behalf of Bishop Goss that he is sole legatee, and in that capacity will be prepared to transfer the property in Islington to the Corporation on payment of the award of £3300. The widow, it is said, has placed her affairs in the hands of Dr. Commins, a well-known and able barrister of this town, and it is understood that she demands a settlement of £500 or £600 a year for her life, threatening, unless this be conceded, to contest the validity of the will. No doubt with that worldly wisdom which generally distinguishes Roman Catholic policy, some quiet arrangement will be made, and the affair, if possible, hushed up; for Bishop Goss would make a very awkward appearance in a court of law as defendant in such a claim, even supposing there was a chance of his establishing the validity of a will executed by an incompetent testator.

"Having given one side of this singular story, it is only right to add that there are said to be what may be termed mitigating circumstances. The father of Mr. Samuel Holland Moreton was a nominal Protestant, his mother a zealous Roman Catholic. He himself professed to be a member of the same Church, though he had not given much attention to its services or ministrations. In fact, he could hardly be called a pious son of the Church, for true piety would not resort to such a complete abnegation of natural ties and the just claims of kindred, even for

the benefit of 'religion.' But the disposition of his property, however improperly or suspiciously brought about, may have been consistent with his intentions. It is said that he was frequently urged, in the interests of his wife, to make a settlement of his affairs, but he always put the matter off, though he frequently observed in conversation with his friends that he would leave the bulk of the property to 'the Church'—meaning the Roman Catholic Church—and would provide his widow with £400 or £500 a year. In case Bishop Goss succeeds in sustaining his heirship to the property, and to the Lordship of the Hundred of Wirral, the question arises, 'What will he do with it?' The days of clerical judgeships in England are, we presume, past; otherwise, should Dr. Goss be entitled to exercise the unfamiliar but presumably tremendous powers of his Lordship, we might anticipate that one of the first and most welcome of his judicial acts would be to harry and oppress arch-heretics like ourselves —should we ever come within his clutches—for the unpardonable sin of showing the public how 'the Church of Rome still endeavours to enrich herself out of death-bed penitents.'"

The widow at once took the preliminary steps to contest this extraordinary will by lodging a "caveat" in the Probate Court. Meanwhile, however, the clerical executor took possession of Moreton's estate and issued the following notice to the tenants :— [1]

[1] *Birkenhead Advertiser*, May 5, 1869.

"I hereby authorise and request you to pay the rent now due and hereafter to become due from you in respect of the premises in your occupation to Charles Strawsen as my agent: and I undertake to refund the same to you in the event of the will of Mr. Moreton being declared invalid.

"(sd) ALEXANDER GOSS, D.D.,
"Executor to the late Samuel Holland Moreton."

Suggestions of a compromise between the widow and the bishop, by the latter allowing her a comfortable provision for life on her opposition to the will being withdrawn, produced a hostile article in a local newspaper in these terms:—[1]

"No doubt the bishop would be glad to come to some such arrangement of an awkward business, and we may well believe that he would be ready to avail himself of any friendly persuasion which would be likely to have the desired effect upon the widow. But there is a story current as to the kind of influence which is being brought to bear in the matter which is so ludicrous that we only give it in order to show what singular lengths some people will go in superstitious belief. . . . It appears that Mrs. Moreton, pending law proceedings, still resides at the Manor House. . . . She is accompanied by two women servants, devout Roman Catholics, one of whom used to be servant to the Rev. Father Fleetwood, who was the Roman Catholic chaplain to the Liverpool Work-

[1] *Liverpool Courier*, June 16, 1869.

house and died of fever in the discharge of his duties. One of these women is, it appears, a see-er of visions and a dreamer of dreams, and the story goes that she has on several occasions recently seen the ghost of the deceased Mr. Moreton walk up and down the house and evidently 'onaisy in his mind,' like the pig that sees the wind in the song of 'The Whistling Thief.' One day last week at the early hour of six A.M. . . . she came upon the spectre of the departed Lord of the Wirral Wapentake standing under a favourite apple tree in the orchard and wiping his forehead in an agony of perspiration—the inference being that his spirit was troubled about the proceedings of his relict in the matter of his disputed will. The woman was so frightened that she ran off and told the village constable. Whether the rural police have succeeded in effectually laying the ghost we have not heard, but we should strongly advise them not to interfere, because there are delicate questions of purgatory which might get sadly mixed up if their interference proved successful. The whole story has created an immense sensation amongst the Cheshire rustics, some of whom shrewdly shake their heads and say that the whole thing is intended to frighten Mrs. Moreton into compliance with the wishes of the dignitaries of the Church to which her deceased husband belonged."

The proceedings soon reached another development, related as follows :—

"When we last noticed the affair, very great pressure of

a peculiar kind was being brought to bear upon the widow with the view of inducing her to give up her opposition to the righteous document which has left her penniless in old age, after acting the part of a faithful wife to her husband during the long period they were united. The course adopted was quite in accordance with the principle of spiritual terrorism which is part of the ecclesiastical system of the Church of Rome, and that the superstitious —probably its devotees would say the miraculous—character of the priestly influence might be duly sustained, a ghost is still being utilised, we are given to understand, with considerable success. Mrs. Moreton, in fact, is surrounded by creatures whose office is to secure that the golden prize of her late husband's wealth shall not elude the Church's grasp. Her nurses or attendants are obedient daughters of Romanism, and one of them is gifted with a special power—she can see visions, and doubtless dream dreams. This is the person who has on several occasions encountered the spirit of the deceased Mr. Moreton wandering about the orchard of the Manor House at untimely hours of the morning—untimely that is, as far as ghosts are concerned, for one A.M. is the generally prescribed time—and this dilatory spirit (Mr. Moreton, we believe, was generally a late getter up) is always five or six hours behindhand. The ghost is usually in an unhappy frame of mind—on one occasion the spectator saw it wipe an agony of perspiration from its brow on a silk pocket-handkerchief; and this, by the way,

is the first well-authenticated instance of a disembodied spirit carrying such a useful article. The ghost of Hamlet's father, with which we have hitherto been best acquainted, is distinguished by a helmet, a plume, a deep bass voice, and a painful habit of saying 'Swear'; but Mr. Moreton's ghost, with whom in time the public may hope to become on intimate terms, will henceforth be distinguished by its silk pocket-handkerchief. How it has come to escape from the limbo of purgatory we are not authentically informed, and as this is very delicate ground we forbear to inquire further. But the inference is clear, that the ghost has something on its mind; and as the deceased purchased everlasting peace by making Dr. Goss his heir, the conclusion is natural, that the discomfort arises from the results of the heirship being hitherto interfered with by the widow's contumacy in disputing the will. When the ghost was visible on the occasion more particularly referred to, the sympathetic sightseer rushed to seek the aid of the village constable; but the rural police having failed, as we felt convinced they would fail, in putting down the ghost, the servant woman next resorted to the parish priest at Neston, a mile or two off. This pious and venerable gentleman, it is understood, was much shocked upon the first disclosure of the widow's disinheritance in favour of Dr. Goss, and very freely expressed his opinion that Mrs. Moreton had been hardly used in the matter. But time works wonders, even in the conviction of a well-seasoned Roman

Catholic priest, and a singular change of policy on the part of the reverend gentleman has led to the latest development in this celebrated will-making case. It is stated that at several interviews with Mrs. Moreton lately, sought by the lady with the view of arranging for the saying of masses for the soul of the dead, the Neston priest has played the part of a Job's comforter; that he has pointed out that her husband was—well, not a first-class saint, though perhaps a very clever lawyer, and that his property having been acquired by crooked ways, he can never by any possibility get through purgatory and present himself, duly whitewashed, before St. Peter, unless atonement is made by devoting the property to holy uses—in other words, letting 'the Church,' in the person of Dr. Goss, take all. At the same time he assured her that the Church authorities were not unmindful of her claims, and he read to her two letters purporting to come from Dr. Goss, or to be written with his authority, offering to provide her with £200 a year during the rest of her life, to leave her in undisturbed possession of the Manor House at Thornton Hough, and of the furniture there and at the house in William Brown Street, Liverpool, where Mr. Moreton died, besides paying the ground rent, about £50 a year, for the house and land at Thornton Hough. What other arguments in the way of applying what may be termed the power of the spiritual screw were used, or what threats of *anathema maranatha* at the latter end were

held out, is not stated, but a devout daughter of the Church, verging on threescore and ten, and almost entirely dependent on the Church's 'generosity' in life as well as in death, would be almost more than mortal to resist the influences which can be brought to bear on such an occasion, and we are not surprised at the result. The letters were not entrusted to the widow, not even copies allowed, so wily are these priestly will-managers, as in that case the friends of Mrs. Moreton would have something tangible to lay hold of, but a paper in legal form was put before the old lady, and she was induced to sign it. Whether she knew its full import or not may be surmised; but in fact it was this—a notice to her solicitor, who had hitherto acted in her behalf, to stay proceedings and withdraw the caveat against the will. The lawyer, we believe, is not inclined to let his client's interest be sacrificed, and he declines to stay proceedings until some legal guarantee is given by Bishop Goss for the payment of a due provision to the widow, in case the caveat is withdrawn. Most probably some such guarantee will be given and accepted. A single member of the Church placed in the peculiar position of Mrs. Moreton can hardly be expected to fight, single-handed, successfully, the whole spiritual power of the Church, and so far as Mrs. Moreton and Dr. Goss are concerned the affair is likely to end in such a compromise as we have indicated. What the Government may do in the matter, or whether the law

officers of the Crown may feel inclined to withdraw the claim they have set up, is another thing."[1]

Following upon this an official statement was published[2] that the widow had withdrawn her opposition to the will for £200 per annum and the use of the Wirral Manor House rent free for life, this arrangement being contingent upon the bishop being able to prove the will. In announcing this settlement it was remarked "there the matter stands at present, unless the heir-at-law, who is supposed to be in Australia, turns up and sets aside the will." This was the only cloud to mar the felicity of the settlement from the bishop's point of view, and unfortunately it burst over his head. Grace, whose claims to recognition in Moreton's will were ignored, had felt aggrieved and set about to discover an heir-at-law. Some one in America named Hill (apparently no relation at all !) was unearthed, and intervened just in time to prevent the will being proved without opposition. Another complication had also been introduced by the intervention of the Crown, in the name of the Duchy of Lancaster, claiming the freehold and part of the personal estate of the deceased as an intestate and without kin.

In the meantime the tenants on the estate did not know which way to turn. Notices and counter notices were served by the bishop, the widow, and the so-called heir,

[1] *Liverpool Courier*, July 3. 1869.
[2] *Liverpool Courier*, July 9, 1869.

each claiming payment of the rents. A complete stranger named Bell also joined in and demanded the rents; and when the tenants, not unnaturally under the circumstances, declined to pay any one, he levied a distress and removed furniture, to which he had no shadow of title, to a warehouse. The sequel was a summons in the law courts and an order upon the unfortunate warehouseman to give up the goods at once and pay the costs.[1]

The Moreton will case, which by this time was a *cause célèbre*, came before Lord Penzance in June 1870. It lasted the better part of six days.[2] An array of distinguished counsel was engaged. Sir John Karslake and "Mr." Charles Russell appeared for the bishop; the Solicitor-General (Sir John D. Coleridge), Mr. West, Q.C., and Mr. Inderwick for the Duchy; and Dr. Deane, Q.C., and Dr. Swabey for the heir-at-law.

Much hard swearing occurred, but the facts turned out to be practically identical with those related in the newspaper article already quoted.

Canon Fisher, D.D., gave evidence that he prepared the will on Moreton's instructions, using a copy of "Jarman on Wills," which apparently formed part of his theological library; that he suggested the employment of a solicitor, but Moreton declined to have anything more to do with lawyers, saying they were "the scrapings of hell." He denied that Moreton was moribund at the time, or that he

[1] *Liverpool Courier*, Dec. 30, 1869.

[2] Fully reported in the *Liverpool Courier* of 4th, 6th, 16th, 17th, 18th, and 22nd June 1870.

held the deceased's hand. The other attesting witness, Ellen Chatterton, a servant, denied that she had told several people that Canon Fisher guided Moreton's hand, and now asserted that the deceased fully understood what he was doing. Severe comments were made by counsel and the Judge upon the fact, stated by Canon Fisher, that it was understood between him and the dying man that, although the widow was not to be mentioned in the will, the bishop was to allow her £200 a year, whereas in fact he did not agree to do so until she disputed the will and became a dangerous opponent.

It was proved that the signature to the will was totally unlike that of the dead man, and that though a lawyer he had signed in the wrong place. This, coupled with the contradictions of the witnesses and the evidence of Dr. Stopford Taylor, the deceased's medical attendant, was so conclusive that Lord Penzance had no hesitation in saying that Moreton at the time was incapable of making a will, and that the one set up was invalid.

Great but unsuccessful efforts[1] were made to free Dr. Goss from paying the enormous costs of the litigation, upon the grounds that he was abroad at the time the will was made and took no real part in the matter. He died suddenly in October 1872, and there is reason to suppose his death was accelerated by the odium which he had to suffer through his connection with the case, although there is no evidence that he was in any way a party to Canon

[1] Goss *v.* Hill and others, 40 L. J. P. 39; 25 L. T. 133.

Fisher's proceedings.[1] Mrs. Moreton was left practically penniless, as of course the annuity promised by the bishop if successful never became payable.

Upon the declaration of intestacy prolonged litigation at once ensued between many rival claimants to Moreton's property, which was variously estimated but seems originally to have been worth some £20,000. It consisted of freehold and leasehold estates which, according to the law of intestacy, went to the heir-at-law and the next-of-kin respectively. As regards the leasehold property, our only interest is in the Manor House, the sale of which, in 1874, has been already mentioned. The widow was appointed administratrix in 1871, but died in February 1873; and after further legal proceedings administration of the personal estate of Moreton was granted to Elizabeth Alcock, a distant cousin, by whom the leasehold property was sold for the benefit of the next-of-kin.

Finding the heir-at-law (to whom the Lordship of Wirral would pass) was a more difficult matter, and in the double process practically the whole estate was dissipated. An inquiry was held at Liverpool to ascertain the heir, and as Moreton's birth certificate could not then be found, it was assumed that he was illegitimate, whereupon the Duchy of Lancaster took possession of all the freehold property, including the Hundred franchise, as having escheated to the Crown. Inquiries were, however, still

[1] For account of Dr. Goss, see Dict. Nat. Biog. He wrote the introduction to "Crosby Records" (Chetham Soc.).

prosecuted by speculative persons, with the result that a very distant connection, named James Moreton, was discovered. He was a wheelwright and very illiterate, and it was said that his claim was exploited with considerable advantage to others but practically none to himself. His advisers successfully brought an action[1] to recover the estates from the Crown, James Moreton was declared heir-at-law, and the deeds relating to the Lordship of Wirral, were, with the others, handed over by the Duchy.

James Moreton was now Lord of the Hundred of Wirral and entitled to all that remained of Samuel Holland Moreton's estates. His friends, however, did not allow him to benefit very much by this, and he was kept out of the way in the Isle of Man and elsewhere, whilst his inheritance gradually disappeared. Upon his return he was forced to resume his occupation as a wheelwright at a weekly wage as there was no money forthcoming.

There is a deed dated September 1, 1875,[2] under which he seems to have sold all his rights as Lord of the Hundred of Wirral to Joseph Leather, a veterinary surgeon in Liverpool. Leather's account of this transaction was that Moreton wished to make him a present of the rights for services rendered, but that he insisted on paying £20 for them. In some prolonged litigation which ensued between them in connection with the

[1] Moreton *v.* A. G. of Duchy of Lancs. Judgment given, June 25, 1872.
[2] In the possession of F. E. Roberts, Esq., solicitor, Chester.

recovered estates, Moreton denied this and stated that he had no knowledge of the transaction. After a lengthy trial before Vice-Chancellor Bacon, all the transactions between the parties were ordered to be reopened and investigated, but a compromise was subsequently arranged. One of the terms of settlement was that Leather should re-transfer the Hundred rights to James Moreton. This was carried out by a deed of March 19, 1879,[1] and James Moreton resumed his Lordship of the Hundred of Wirral, and the ownership of such of Samuel Moreton's property as survived the ten years of incessant litigation.

James Moreton lived for a few years longer, and during his life some attempts were made from time to time to enforce the few rights which survived to the Lord of the Hundred. Notices were sent to fishermen and others claiming any sturgeon caught on the coasts of the Dee and Mersey, but produced no results, as the fish were usually cooked and eaten or sold without regard to the notices, and it was not worth while attempting to proceed against the fishermen.

When the Manchester Ship Canal was commenced notices were served upon the promoters claiming compensation in respect of the foreshore of the Mersey, but the Canal Company declined to admit that the Lord of the Hundred of Wirral had any right to the foreshore,

[1] In the possession of F. E. Roberts, Esq., solicitor, Chester. The writer was baffled for a long time by this re-transfer in his search for the present owners of the franchise, as he not unnaturally assumed it had passed on to the descendants of Leather.

and the claim was dropped. This must have been the last effort made to establish any of the Hundred rights, and forms a curious link between ancient and modern times.

James Moreton died in September 1883, and under his will (which was proved at Liverpool) the last remnants of the franchise of the Hundred of Wirral passed with his other property to his executors, Charles Stanyer and William Dutton, upon trusts for sale for the benefit of his three sisters, Catherine Dodd, Jane Lee, and Margaret Green, and their respective children.

For the past twenty years no attempt has been made to exercise any of the lord's rights, and we can safely bring our account of the franchise of the Hundred of Wirral to a close at this point, as doubtless nothing more will ever be heard of it except in the unlikely event of a find of valuable Treasure Trove, when it might be worth while for the numerous persons now entitled to an interest under the will of the last lord to put forward their claim.

APPENDIX No. I

List of Officers and Lords of the Hundred of Wirral

(*The names and figures for the years when the Hundred was not farmed are printed in italics.*)

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
		£ s. d.		
1352	RANULPH RAKET HENRY DE CHORLETON	9 3 4	M. A. 784, 2, m. 3.	The first year for which the Sheriffs' accounts survive (see App. II. No. 1). The rent is made up of 3 farms: the bedelry, £7, 16s. 8d.; the waifs, 13s. 4d.; and the half perquisites, &c. 13s. 4d. In Bucklow Hundred the bedelry rent was £5, 16s. 4d., and the half perquisites 15s.
1353	THURSTAN DE TILDESLEIGH PHILIP EUYAS	9 3 4	M. A. 784, 3, m. 3.	
1354	THURSTAN DE TILDESLEIGH (quarter of year only)	2 13 4	M. A. 784, 5.	For the last three-quarters of year the revenue is collected by approvers, the bedelry producing £5, 15s. 1d., the waifs 16s., and the perquisites 15s. 1d.
	Henry de Chorleton *Ranulph Raket*	*7 6 2*		
1355	ROBERT DE PULLE	12 0 0	M. A. 784, 6, m. 2.	The rent of bedelry raised to £10, 13s. 4d. That of Bucklow raised to £7, 18s.
1356	,,	12 0 0	M. A. 784, 7.	

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
1357	ROBERT DE PULLE	£ 12 s. 0 d. 0	M. A. 784, 10.	
1358	*Henry de Chorleton*	*5 4 1*	M. A. 785, 4.	The actual revenue of the 3 items £3, 10s. 7d., 24s. 6d., and 9s. respectively.
1359	*Henry de Chorleton* } *Henry Coly* }	*19 13 6*	M. A. 785, 7.	The perquisites produced £15, 15s. 5d.
1360	*Henry Coly*	*17 13 1*	M. A. 785, 8.	The perquisites produced £12, 15s. 7d.
1361	*Henry Coly* } *Henry del Meoles* }	*12 18 9*	M. A. 785, 9, m. 4.	The waifs in Bucklow produced 27s.; in Broxton, £5, 0s. 4d.; in Wirral, 18s. 6d.
1362	,, } ,, }	[?]	M. A. 786, 1, 9.	Record decayed.
1363	,, } ,, }	*9 14 11*	M. A. 786, 4.	
1364	HENRY COLY	11 0 0	M. A. 786, 5.	The farms resumed, the bedelry at £8, the waifs at 10s. and the half perquisites at 50s.
1365	,,	11 0 0	M. A. 786, 6.	
1366	,,	11 0 0	M. A. 786, 7.	
1367	,,	11 0 0	M. A. 786, 8.	
1368	[? H. Coly]	11 0 0	M. A. 787, 1.	No bedell's name given.
1369	[roll missing]			

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
1370	*H. Coly*	£ *s. d.* *10 1 8*	M. A. 787, 2.	The revenue included £8, 5s. 8d. bedelry and perquisites, and 33s. fines for "putura" and from freeholders. No profit from prison suit.
1371	[? Farmer not named]	7 10 0	M. A. 787, 4.	
1372	H. Coly	10 0 0	M. A. 787, 5, m. 4.	An inclusive farm of the Hundred which included the waifs, the perquisites, the bedelry, the serjeanty of the peace, stallage, and apparently "pelf." £20, 2s. was paid for the same in Bucklow.
1373	,,	10 0 0	M. A. 787, 7, m. 4.	
1374	[record missing]			
1375	[record missing]			
1376	William de Meoles William de Renton	10 0 0	M. A. 787, 8.	
1377	[record missing]			
1378	William de Neuton His Partner	10 0 0	M. A. 787, 9, m. 4.	
1379	[record missing]			
1380	David de Stanay	10 0 0	M. A. 788, 2.	
1381	,,	10 0 0	M. A. 788, 3.	

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
		£ s. d.		
1382	DAVID DE STANAY	10 0 0	M. A. 788, 4.	
1383	THOMAS DE SAYNESBURY WILLIAM, SON OF THOS. DE PULTON	9 6 8	M. A. 788, 6, m. 4.	
1384	,, ,,	9 6 8	M. A. 788, 8, m. 4.	The farm of Broxton Hundred £20.
1385	,, ,,	9 6 8	M. A. 789, 1.	
1386	HENRY LE BRUYN RICHARD DE PRESTELOND	9 0 0	M. A. 789, 5, m. 4.	The farmers are described as "ballivi," and not as bedells.
1387	WILLIAM LE BROUN	9 6 8	M. A. 789, 6.	Bedell.
1388	WILLIAM DEL BROME	9 13 4	M. A. 789, 7.	
1389	WILLIAM DEL BROOME	9 13 4	M. A. 789, 8, m. 4.	
1390	HENRY LE BRUYN RICHARD DE PRESTLOND	10 0 0	M. A. 789, 10, m. 4.	The same farmers as in 1386, but called bedells.
1391	,,	10 0 0	C. R. R. 64, m. 2, d. 9.	This lease is enrolled (see App. II. No. 2). The farm of Broxton £12, 13s. 4d., Edisbury £8.
1392	,,	10 0 0	M. A. 790, 3, m. 4.	The farm of Nantwich Hundred £10.
1393	,,	10 0 0	M. A. 790, 5, m. 7.	
1394	,,	10 0 0	M. A. 790, 6, m. 4.	
1395	,,	10 0 0	M. A. 790, 7, m. 6.	The farm of Edisbury £12, 6s. 8d.

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
1396	THOMAS DE WALEY	£ s. d. 10 0 0	C. R. R. 70, m. 4, d. 8. M. A. 790, 8, m. 5.	This lease is enrolled (see App. II. No. 3). The farm of Edisbury £10, Broxton £12, Northwich £5, 6s. 8d.
1397	THOMAS DE WALEY, ROGER DEL BROME	10 0 0	M. A. 790, 9, m. 4.	The farm of Edisbury £4, Bucklow £7, 6s. 8d.
1398	ROBERT LE BAUMVILL, WILLIAM WYLABOY	10 0 0	M. A. 790, 10, m. 5.	The farm of Bucklow £7, 6s. 8d.
1399	THOMAS DEL LEE, JOHN LE LYTEL	8 0 0	M. A. 791, 1, m. 7.	
1400	,,	8 0 0	M. A. 791, 3, m. 7.	The farm of Bucklow £11. Broxton £11.
1401	THOMAS MAYCOK, WILLIAM WYLBRAM	8 0 0	M. A. 791, 5.	
1402	JOHN DE SAYNESBURY, HUGH DE BRUMBURGH	8 0 0	M. A. 791, 6, m. 5. C. R. R. 76, m. 13 (11)	This lease is enrolled (see App. II. No. 4).
1403	THOMAS DE MAYNWARYNG, ROGER TRULL	8 10 0	M. A. 791, 7, m. 5.	
1404	HENRY COLY, THOMAS COLY	8 10 0	M. A. 791, 10, m. 5.	
1405	ALEXANDER TOMMESSONE, RICHARD DE BENTON	8 10 0	M. A. 792, 1, m. 6.	
1406	JOHN RATHBON, JOHN GOODFELAGH	8 13 4	M. A. 792, 2, m. 6.	
1407	THOMAS DENYS, JOHN DE HOLME	8 13 4	M. A. 792, 3, m. 6.	
1408	JOHN LE BARKER OF WALEY-SEE, JOHN HAYNE OF CAPENHURST	8 13 4	M. A. 792, 5, m. 6.	

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
		£ s. d.		
1409	ROBERT DE WYSWALE HENRY DEL BROOME	8 13 4	M. A. 792, 6, m. 7.	The farm of Edisbury £8, 13s. 4d.
1410	JOHN LE CHALONER JOHN BENET	8 13 4	M. A. 792, 8.	
1411	[?]	nil	M. A. 792, 9.	The account is only from Mich. 1411 to Jan. 14, 1412. No receipts from the farms of the Hundreds of Cheshire, nor from the waifs, nor from prison suit. The perquisites of all the Hundreds were apparently at farm, but no name is given.
1412	THOMAS MAYZOWSONE OF PULLE WILLIAM HARE	8 13 4	M. A. 792, 10.	No profit from prison suit.
1413	HENRY DE WALAY THOMAS JANKYNSON	8 13 4	M. A. 793, 1, m. 7.	No receipts from prison suit.
1414	HENRY WALAY ROGER BROME	8 13 4	M. A. 793, 2.	
1415	HENRY ADAM THOMAS BROUNE	8 13 4	M. A. 793, 3.	
1416	WILLIAM MARTYN RICHARD LE HARPER	8 13 4	M. A. 793, 5.	
1417	THOMAS HOLDEN HENRY WALAY	8 13 4	M. A. 793, 6.	
1418	HENRY DEL CLYF HENRY DE WALAY	8 13 4	M. A. 793, 8.	

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
		£ s. d.		
1419	RICHARD ALMORE HENRY DYKYNSON	8 13 4	M. A. 793, 10.	
1420	ROBERT DE THORNETON ROBERT BRYDE	8 13 4	M. A. 794, 1.	The Sheriff accounts for 4s. fines of judgers and suitors of the Hundred of Wirral "pro sectis suis hoc anno integro comitatus cestriensis apud cestriensem relaxandis." [This kind of entry frequently appears.]
1421	HENRY LEDSHAM HUGH DOO	8 13 4	M. A. 794, 2.	
1422	RICHARD JACSON OF BACKFORD JOHN DE KNOWESLEY	8 13 4	M. A. 794, 3, m. 12.	
1423	JOHN FOX JOHN DENWALL	8 13 4	M. A. 794, 4, m. 12.	
1424	JOHN JEVANSONE RICHARD LE CHALONER OF LEGHTON	8 0 0	M. A. 794, 5, m. 13.	
1425	JOHN JEVANSONE WILLIAM BEBYNGTON	8 0 0	M. A. 794, 7, m. 13.	
1426	JOHN PRAUNSON WILLIAM BROUNE	7 0 0	M. A. 794, 9, m. 13.	
1427	WILLIAM FAYRY THOMAS DE SECOME	7 0 0	M. A. 795, 1, m. 13.	
1428	JOHN HOBSON HENRY DE WALEY	7 0 0	M. A. 795, 3, m. 12.	
1429	JOHN SAYNESBURY WILLIAM FAYREE	7 0 0	M. A. 795, 4, m. 12 d.	

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
		£ s. d.		
1430	WILLIAM FAYREE	7 0 0	M. A. 795, 5, m. 13 d.	
1431	JOHN SAYNESBURY / HUGH DOO	7 0 0	M. A. 795, 6, 15, d.	
1432	,,	7 0 0	M. A. 795, 7, m. 16 d.	
1433	,,	7 0 0	M. A. 795, 8, m. 17 d.	
1434	JOHN SEYNESBURY / WILLIAM FAIRRIE	8 3 4	M. A. 795, 9, m. 16 d.	
1435	ROBERT BRYDDE / HENRY DE WALEY	8 3 4	M. A. 795, 10, m. 17 d.	
1436	HENRY WALLEY / [record decayed]	[?]	M. A. 796, 1, m. 15 d.	
1437	ROBERT BRYDD / HENRY WALLEY	8 3 4	M. A. 796, 3, m. 16 d.	
1438	WILLIAM SALWHALL / HAMOND DE LEE	8 0 0	M. A. 796, 4, m. 17 d.	
1439	JOHN RATHEBONE / RALPH SMYTH	8 0 0	M. A. 796, 5, m. 15 d.	
1440	PHILIP MOBBURLEY / JOHN HEBSON	8 0 0	M. A. 796, 6, m. 16 d.	
1441	ROBERT MOBURLEY / ROBERT BRID	8 0 0	M. A. 796, 7, m. 14 d.	
1442	,,	8 0 0	M. A. 796, 8, m. 12 d.	

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
		£ s. d.		
1443	RICHARD MOBERLEY WILLIAM BROMBORGH	8 0 0	M. A. 796, 9, m. 13 d.	
1444	JOHN SMYTH JOHN CALDAY	8 0 0	M. A. 796, 10, m. 12.	The farm of Nantwich, £7, 3s. 4d.
1445	SIR THOMAS STANLEY, KT. GEOFFREY STARKEY ROBERT MORE	7 0 0	M. A. 797, 1, m. 12. C. R. R. 119, m. 6, 11.	Lease of office of bailiff and bedell for 20 years (enrolled. See App. II. No. 5). The rent is paid regularly up to and including 1459, when the lease seems to have come to an end. The farm of Edisbury £8.
1460–1	*Thomas Whitynghам*	*1 10 0*	M. A. 798, 7, m. 10.	The approver could only collect 30s. for the two years covered by this account.
1462	[?]	*2 15 7*	M. A. 798, 9, m. 10.	
1463	[?]	*2 2 4*	M. A. 798, 10, m. 10.	
1464	[?]	*1 10 0*	M. A. 799, 1, m. 11.	
1465	[?]	*0 16 9*	M. A. 799, 3, m. 9.	
1466	*Geoffrey Wolley*	*1 5 0*	M. A. 799, 4, m. 8.	
1467	[*Edmund Litherland*]		M. A. 799, 5, m. 8.	The Sheriff returns no profits from the Hundred as Edmund Litherland, the bailiff of Wirral, took them.
1468	[*Henry Litherland* *William Aleyn*]		M. A. 799, 6, m. 8.	No return by the Sheriff, but he is debited with 30s. in respect of the revenue for this and the preceding years.

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
		£ s. d.		
1469	[*John Bowland* / *Roger Oldefield*]		M. A. 799, 7, m. 8.	No return by the Sheriff, but he is debited with 20s. 8d. collected by the bailiffs of Wirral.
1470	[?]		M. A. 799, 8, m. 7.	No return. The Sheriff debited with 17s.
1471	[record missing]			
1472	*Roger Oldefield* / *John Bowland*	*0 16 1*	M. A. 799, 9, m. 8.	
1473	*John Bowland* / *Geoffrey Wollor*	*1 0 0*	M. A. 800, 1, m. 7.	
1474	*William Ormeston* / *Robert Cristelton*	*1 0 4*	M. A. 800, 2, m. 7.	
1475	WILLIAM KESTY [?] / ROGER HULL	1 6 8	M. A. 800, 3, m. 8.	The first lease since the expiration of the one of 1445.
1476	WILLIAM KESTY / ROGER HULL	1 6 8	M. A. 800, 4, m. 9.	
1477	WILLIAM KESTY / JOHN TYLIAT	1 6 8	M. A. 800, 5, m. 8.	
1478	JOHN TYLIAT / THOMAS WHITOFF	1 6 8	M. A. 800, 6, m. 8.	
1479	,,	1 6 8	M. A. 800, 7, m. 7.	
1480	,,	1 6 8	M. A. 800, 8, m. 8.	
1481	,,	1 6 8	M. A. 800, 10, m. 8.	
1482	ROGER OLDEFIELD / HENRY TAILLOUR	1 6 8	M. A. 801, 1, m. 7.	

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
		£ s. d.		
1483	[record missing]			
1484	ROGER OLDEFIELD HENRY TAILLOUR	1 6 8	M. A. 801, 2.	
1485	ROGER OLDEFIELD WILLIAM KESTY	1 6 8	M. A. II. 1500, m. 9 d.	No income from the fines of judgers and suitors of the Hundreds, which in 18 Ric. II. produced £13.
1486	,,	1 6 8	M. A. II. 1501, m. 6.	
1487	,,	1 6 8	M. A. II. 1502, m. 6.	
1488	JOHN TILLIAT RICHARD BEBYNGTON	1 6 8	M. A. II. 1503, m. 7.	
1489	,,	1 6 8	M. A. II. 1504, m. 7.	
1490	,,	1 6 8	M. A. II. 1506.	
1491	,,	1 6 8	M. A. II. 1508, m. 7.	
1492	JOHN TILLIAT THOMAS GELIBROUNDE	1 6 8	M. A. II. 1509, m. 7.	
1493	JAMES BEBYNTON JOHN AP ITHELL	1 6 8	M. A. II. 1510, m. 7.	
1494	,,	1 6 8	M. A. II. 1511, m. 9.	
1495	,,	1 6 8	M. A. II. 1512, m. 10.	
1496	,,	1 6 8	M. A. II. 1513, m. 8.	

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
		£ s. d.		
1497	RICHARD WILBRAHAM } JOHN DANSON }	1 6 8	M. A. II. 1514, m. 8.	
1498	[?]	1 6 8	M. A. II. 1515, m. 9.	
1499	[?]	1 7 8	M. A. II. 1516, m. 8.	Probably a mistake for £1, 6s. 8d.
1500	[?]	1 6 8	M. A. II. 1517, m. 7.	
1501	[?]	1 6 8	M. A. II. 1518, m. 9.	
1502	[?]	1 6 8	M. A. II. 1519, m. 9.	The account is dated 17–18 Hen. VIII., but should be dated 18–19 Hen. VIII.
1503–4–5	[records missing]			It seems doubtful if any accounts ever were rendered for these 3 years.
1506	JOHN AP ITHELL } JAMES BEBYNGTON }	1 6 8	M. A. II. 1520, m. 12.	
1507–8	ROBERT TRAFFORD	1 10 0	M. A. II. 1522, m. 13. C. R. R. 176, m. 9, 2.	A lease for 2 years (enrolled. See App. II. No. 6).
1509–23	JOHN AP ITHELL } JAMES BEBYNGTON }	1 11 8	C. R. R. 179, m. 1. M. A. (Chester) 1 & 2 Hen. VIII.	A lease for 14 years (enrolled. See App. II. No. 7). Rent increased 1s. 8d. Farm of Edisbury £6, 10s.
1524–28	,,	1 11 8	M. A. (Chester) 16–21 Hen. VIII.	The lease of 1509 apparently renewed. The enrolments cannot be found.

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
1529	JOHN AP ITHELL	£ s. d. 1 11 8	M. A. (Chester) 21 Hen. VIII.	
1530–95	[?]	1 11 8	M. A. (Chester) 22 Hen. VIII.–36 Eliz.	The M. A. do not give the lessee's name for a period of 65 years and no enrolments can be found. The bedell is not mentioned after the end of Hen. VIII. Northwich is let for £7, 1s. 8d. in 1538. Bucklow for £2, 0s. 4d. in 1558, and Nantwich for £8 in 1591.
1596	CUTHBERT VENABLES	1 11 8	Aug. Office, Miscell. Books, 228, f. 148.	Lease for 21 years (enrolled. See App. II. No. 8).
1628	WILLIAM TRAFFORD	1 11 8	Land Rev. Enrol. vol. clvii. f. 122.	Lease for 27 years (enrolled. See App. II. No. 9).
[?]	SIR WILLIAM MASSY		Royalist Composition Papers, 1646.	Transferee.
1662	JOHN CARTER	2 11 8	Pipe Office, Crown Leases, 2859.	Lease for 21 years. Rent increased £1 (enrolled. See App. II. No. 10).
1679	THOMAS DOD (on a surrender by RANDLE DOD)	2 11 8	Pipe Office, Crown Leases, 3261.	Lease for 31 years (enrolled. See App. II. No. 11). The rent of the Hundred of Bucklow in 1681, £2, 7s.
[?]	EDWARD GLEGG			Transferee [?].
1704	JOHN SCORER	2 11 8	Pipe Office, Crown Leases, 3801.	Lease for 25 years in trust for John Glegg (enrolled. See App. II. No. 12). The rent of the Hundred of Bucklow in 1701, £2, 7s. and £1 heriot.

Year.	Names of Bedells and Farmers, or *Names of Sheriffs' Approvers.*	Rent or *Revenue when no Lease.*	Reference or Authority.	Remarks.
1734	JOHN GLEGG	£ s. d. 2 11 8	Pipe Office, Crown Leases, 4373.	Lease for 29 years (enrolled. See App. II. No. 13).
1759	,,	2 11 8	Pipe Office, Crown Leases, 5099.	Lease for 25 years (enrolled. See App. II. No. 14).
1768	JOHN GLEGG (SON OF ABOVE)		Land Rev. Enrol. vol. xvi.	Deed of transfer (enrolled. See App. II. No. 15).
1786	,,	2 11 8	Pipe Office, Crown Leases, 6012	Lease for 27 years (enrolled. See App. II. No. 16). The rent of the Hundred of Bucklow, £2, 10s. raised in 1813 to £3, 10s.
1802	BIRKENHEAD GLEGG			As heir of John Glegg.

Year.	Lords of the Hundred.	Reference.	Remarks.
1820	JOHN WILLIAMS	Land Rev. Enrol. vol. xviii. f. 35.	The Hundred sold by the Crown for £230. (Deed enrolled. See App. II. No. 17).
1829	SAMUEL WILLIAMS	Mortgage deeds 23–24 Feb. 1829.	
1854	SAMUEL SPENCER	Will of Samuel Williams.	
1854	SAMUEL HOLLAND MORETON	Deed, Sept. 23, 1854.	Sale of the Hundred for £99, 19s.
1872	JAMES MORETON	As heir-at-law.	
1883	The devisees under the will of James Moreton		

APPENDIX No. II

Leases, etc., of the Hundred of Wirral from 1352 to 1820

PRELIMINARY NOTE

IN view of their inaccessibility the writer has printed all the enrolled leases. Except of the first document no translations seem necessary. The leases in English will be sufficient for the general reader, whilst others will prefer the original Latin. The deed of 1820 is fully printed, as seems desirable, seeing that a mutilated copy is given in Mortimer's "History of Wirral." The deeds subsequent to 1820 are in the ordinary forms of deeds relating to freehold property and are of no interest.

NO. 1

Farms of the Hundred of Wirral, 1352

EXTRACT FROM THE ACCOUNTS OF THOMAS DANYERS, SHERIFF OF CHESTER. (M.A. CHESTER, BUNDLE 784. No. 2.)

Exitus vagorum. [Idem respondet] de xiij^{s} iiij^{d} de exitibus vagorum Hundredi de Wirhal sic affirmatis Ranulpho Raket et Henrico de Chorleton, bedellis hoc anno:

Perquisita Hundredorum. et de xiij^{s} iiij^{d} de medietate perquisitorum Hundredi de Wirhal sic affirmata Ranulpho Raket et Henrico de Chorleton, bedellis hoc anno. Unde alia medietas pertinet eisdem bedellis ratione firme sue per convencionem.

Firma Bedellorum et de vij^{li} xv^{s} viij^{d} de firma bedelerie Hundredi de Wirhal sic affirmate hoc anno Ranulpho Raket et Henrico de Chorleton bedellis, per dictos camerarium et vicecomitem, qui capient ratione firme sue medietatem perquisitorum et amerciamentorum totius Hundredi, puturam vel finem pro putura de antiquo delicto per loca in Hundredo predicto, fines diversorum liberorum tenentium per cartam quorum terre et tenementa non excedunt valorem

xl^{s} per annum ne faciant summonitiones in panellis, terciam partem valoris vagorum per eos presentatorum, et suetam de indictatis[1] de transgressionibus a tempore brevis vicecomitis percepti pro eisdem attachiatis respectuandis usque proximum comitatum.

TRANSLATION

Issues of the waifs. [He answers] for 13s. 4d. in respect of the issues of the felons' goods of the Hundred of Wirhal let to farm to Ranulph Raket and Henry de Chorleton the bedells for this year:

Perquisites of the Hundreds. and for 13s. 4d. for one half of the perquisites of the Hundred of Wirhal let to farm to Ranulph Raket and Henry de Chorleton the bedells for this year; the other half belongs to the bedells by reason of their farm by customary agreement:

Farm of the Bedells. and for £7, 16s. 8d. from the farm of the bedelry of the Hundred of Wirhal let to farm for this year by the said Chamberlain and Sheriff to Ranulph Raket and Henry de Chorleton the bedells, who will take by reason of their farm half of the perquisites and amerciaments of the whole Hundred; puture or a fine in lieu thereof in respect of the ancient obligation in various places in the said Hundred; the fines paid by divers freemen holding by charter whose lands and tenements do not exceed in value 40s. per annum, to avoid having to serve the jury summonses; a third part of the value of the felons' goods presented by them; and suit from those indicted for trepasses from the time of the sheriff's writ being received for respiting the same attached persons until the next County Court.

NOTE.—This entry occurs more or less in the same form until 1372. The chief variations are in the words immediately following "suetam," which are either "indictatorum de transgressionibus" or "prisonum indictatorum." The meaning seems the same. "Debito" is sometimes written for "delicto." In 1372 an inclusive farm was taken "Vagorum, perquisitorum hundredi, bedelrie, serjantie pacis et stallagii Hundredi de Wyrhall" and apparently included "certa bona et catalla felonum et fugitivorum que vocantur pelf." (M.A. 787, 5, m. 4).

[1] Always hitherto read as "medietate," but the writer's suggestion that it was "indictatis" was verified by Mr. W. K. Boyd after the roll had been treated with solution.

No. 2

Lease of the Bedelry of the Hundred of Wirral to Henry le Bruyn and Richard de Prestlond, 1391

(C. R. R. No. 64, M. 2, D. 9.)

Cognitio pro domino Rege. HENRICUS LE BRUYN de Morton et Ricardus de Prestlond venerunt in scaccario hic die et anno predictis[1] et ceperunt ad firmam officium bedellarie hundredi de Wirehale per tempus predictum[2] Reddentes domino regi pro officio predicto per idem tempus x libras per manucapcionem coram vicecomite inveniendam. Et nisi, etc.

No. 3

Lease of the Bedelry to Thomas de Waley, 1397

(C. R. R. No. 70, M. 4, D. 8.)

Dimissio officiorum Bedellariarum Hundredorum in comitatu Cestriae. THOMAS DE WALEY venit in scaccario hic die et anno predictis[3] coram prefatis camerario et vicecomite et cepit ad firmam officium Bedellarie in hundredo de Wirehale Tenendum per tempus predictum[4] Reddens inde domino regi per idem tempus hic ad scaccarium predictum x libras solvendas ad festa predicta equaliter.

No. 4

Lease of the Bedelry to John de Saynesbury and Hugo de Brumburgh, 1403

(C. R. R. No. 76, M. 13, 11.)

Dimissio ad firmam bedellarie hundredi de Wyrehale. JOHANNES DE SAYNESBURY unus ballivorum vicecomitis Cestrie in hundredo de Wirehale venit in scaccario hic IX. die Augusti anno regni regis Henrici quarti post conquestum quarto et cepit ad firmam tam nomine suo proprio quam nomine Hugonis de Brumburgh consortis sui et alterius ballivorum in hundredo predicto officium bedellarie hundredi de Wyrehale Habendum sibi cum omnibus exitibus

[1] 5th Oct., 15 Ric. II.
[2] One year from Michaelmas.
[3] 21st Feb., 20 Ric. II.
[4] One year from Michaelmas last.

et proficuis eidem officio pertinentibus sive spectantibus a festo sancti Michaelis anno regni regis Henrici post conquestum tercio usque festum sancti Michaelis extunc proxime sequens Reddens inde domino comiti Cestrie viii libras solvendas ad festum sancti Michaelis proxime futurum.

No. 5

Henry VI.'s Lease to Sir Thomas Stanley and others, 1445

(C. R. R. No. 119, m. 6, 10 & 11.)

Dimissio ad firmam Hundredi de Wyrehale.

REX etc. Omnibus ad quos presentes litterae pervenerint Salutem. Sciatis quod concessimus et ad firmam dimisimus dilecto et fideli nostro Thome Stanley militi Galfrido Starkey de Northwico et Roberto More officium ballivi et bedellarie hundredi de [Wyrehale][1] cum omnibus exitibus proficuis Turnis vicecomitis et aliis commoditatibus eidem officio qualicumque pertinentibus sive spectantibus Habendum eisdem Thome Galfrido et Roberto a festo Sancti Michaelis ultime preterito usque finem termini viginti annorum extunc proxime sequentium plenarie complendorum Reddendum inde nobis annuatim ad scaccarium nostrum Cestrie septem libras ad festa Pasche et Sancti Michaelis equaliter.

In cujus rei testimonum has litteras nostras fieri fecimus patentes. Teste me ipso apud Cestriam xii die Octobris anno regni nostri vicesimo quarto.

No. 6

Henry VII.'s Lease of the Hundred to Robert Trafford, 1507

(C. R. R. No. 176, m. 9, 2.)

[Dimissio] ad [firmam] [Rober]to [Traffor]d Hundredi de Wyrehall.

HENRICUS etc. Omnibus etc. Sciatis quod nos per manucapcionem Johannis Trafford capellani concessimus et ad firmam dimisimus Roberto Trafford omnes exitus placitorum hundredi de Wirehall necnon fines amerciamenta forisfacturas et commoditates ballivae predictae pertinentes sive aliquo modo spectantes cum exercitacione et occupacione ballivae predictae Habendum et Tenendum

[1] The same parties took a lease of the Hundred of Eddisbury, which is fully enrolled as above, and is followed by an abridged "consimilis dimissio" of the Hundred of Wyrehale.

eidem Roberto et assignatis suis a festo sancti Michaelis Archangeli ultime preterito usque finem termini duorum annorum extunc proxime sequentium et plenarie complendorum Reddendum inde annuatim nobis et heredibus nostris comitibus Cestrie ad scaccarium nostrum ibidem viginti sex solidos et octo denarios prout responsum fuit in compotis precedentibus et tres solidos et quatuor denarios ultra de incremento Solvendos ad festa Pasche et Sancti Michaelis Archangeli per equales porciones.

In cujus rei etc. Teste etc. Primo die Decembris anno regni nostri vicesimo tercio.

No. 7

Henry VIII.'s Lease of the Hundred to John ap Ithell and James Bebynton, 1509

(C. R. R. No. 179, M. 1.)

HENRICUS dei gratia Rex Anglie et Francie et dominus Hibernie Omnibus ad quos presentes litterae pervenerint. Salutem. Sciatis quod nos per manucapcionem Johannis Glegge de Gayton armigeri concessimus et ad firmam dimisimus Johanni ap Ithell et Jacobo Bebynton et eorum alteri omnes exitus et proficua officui Ballivi et Bedellarie hundredi nostri de Wirehall in comitatu Cestrie Habendum et tenenendum eisdem Johanni et Jacobo et assignatis suis a festo Sancti Michaelis Archangeli ultime preterito usque finem termini quatuor decem annorum extunc proxime sequentium et plenarie complendorum Reddendum inde annuatim nobis ad [scaccarium] nostrum Cestrie triginta solidos et viginti denarios de incremento annuatim solvendos ad festa Pasche et Sancti Michaelis Archangeli per equales porciones.

In cujus rei testimonium has litteras nostras fieri fecimus patentes. Teste me ipso apud Cestriam decimo Januarii anno regni nostri primo.

No. 8

Queen Elizabeth's Lease to Cuthbert Venables, 1596

(AUGMENTATION MISCELL. BOOKS, 228, FOL. 148.)

Cestria. REGINA omnibus ad quos etc. Salutem. Sciatis quod nos pro quadam pecuniae summa nomine finis ad Receptorem Scaccarii nostri ad usum nostrum per dilectum nobis

Cuthbertum Venables soluta de avisamento dilectorum et fidelium consiliariorum nostrorum Willelmi Baron de Burghley Thesaurarii nostri Anglie et Johannis Fortescue militis Cancellarii et subthesaurarii curiae Scaccarii nostri Tradidimus concessimus et ad firmam dimisimus ac per presentes Tradimus concedimus et ad firmam dimittimus prefato Cuthberto Venables Totum illud Hundredum nostrum de Wyrehall cum suis juribus membris et pertinentiis universis in comitatu nostro Cestriae Ac omnes illos certos annuales redditus ad dictum hundredum solubiles spectantes et pertinentes ac etiam omnes et omnimodi curias letas visum franciplegii ac perquisita et proficua earundem ac etiam fines et amerciamenta in curia [de Turno] vicecomitis in hundredo predicto facta necnon felonum et fugitivorum felonum sectam ad curiam hundredi predicti ac relevia escaetas exitus lez lawdayes assaiam et assisas panis vini bere et cervisie waviata bona et catalla felonum et fugitivorum felonum de se et in exigendis positorum condempnatorum et utlagatorum extrahuras theolonia custumas consuetudines deodanda jurisdictiones privilegia proficua commoditates advantagia et emolumenta quecunque hundredo predicto pertinentia sive spectantia aut infra hundredum predictum accidentia provenientia renovantia sive emergentia in tam amplis modo et forma pro-ut aliquis Comes aut aliqui Comites in Cestria in jure aut racione hundredi predicti unquam habuit tenuit vel gavisus fuit habuere tenuere vel gaudere debuere aut debuit ac pro-ut ea omnia et singula premissa ad manus nostras devenere aut devenire debuerunt aut debent parcellam possessionum olim Comitis Cestriae in dicto Comitatu Exceptis tamen semper et nobis heredibus et successoribus nostris omnino reservatis omnibus et omnimodi finibus et amerciamentis et exitibus annuatim de tempore in tempus provenientibus crescentibus sive renovantibus in aliqua Curia sive aliquibus curiis nostris de Recordo (preterquam in Curia Hundredi predicti) sive coram Justiciariis nostris ad assisas sive coram Justiciariis nostris ad pacem aut clerico mercati provenientibus crescentibus sive renovantibus ac pro libertate levacionum et colleccionum infra hundredum predictum Habendum et Tenendum predictum Hundredum ac cetera omnia et singula premissa superius per presentes dimissa cum eorum juribus membris libertatibus privilegiis et perti-

nentiis universis (exceptis pre-exceptis) prefato Cuthberto Venables executoribus et assignatis suis a festo Sancti Michaelis Archangeli ultime preterito usque ad finem termini et per terminum viginti et unius annorum extunc proxime sequentium et plenarie complendorum Reddendum inde annuatim nobis heredibus successoribus nostris trigenta unum solidos et octo denarios legalis monetae Anglie ad festa Annunciacionis Beate Marie Virginis et Sancti Michaelis Archangeli ad Receptorem Scaccarii nostri seu ad manus Ballivi vel Receptorum pro tempore existente per equales porciones solvendos durante termino predicto. Proviso semper quod si contigeret predictum redditum superius per presentes reservatum sic aretro fore non solutum in parte vel in toto per spacium quadraginta dierum post aliquod festum festorum predictorum quo ut prefertur solvi debeat quod tunc et deinceps haec presens dimissio et concessio vacua sit ac pro nihilo teneatur aliquo in presentibus in contrarium inde non obstante aliquo statuto etc. In cujus rei etc. Teste etc. apud Westmonasterium vicesimo die Februarii anno regni nostri tricesimo octavo.

No. 9

Charles I.'s Lease to William Trafford, 1628

(Land Revenue Enrolments, Vol. clvii. fol. 122.)

Indentura Willelmi Trafford pro Hundredo de Werehall in Comitatu Cestrie.

THIS Indenture made the vth daye of November anno Domini 1628 and in the iiij^th^ yeere of the raigne of our Soveraigne Lorde Charles by the grace of God Kinge of England Scotland France and Ireland defender of the faith &c. Betweene Sir John Walter Knight Chiefe Baron of his Majestes Courte of Exchequer, Sir James Fullerton Knight one of the Gentlemen of his Majestes Bedchamber, and Sir Thomas Trevor Knight one of the Barons of his Majestes saide Courte of Exchequer, of the one parte, and William Trafford of Bridgtrafford in the Countye of Chester gentleman, of the other parte: Whereas the saide Sir John Walter, Sir James Fullerton and Sir Thomas Trevor doe stand and are possessed amongst other

thinges of and in the Hundred of Wirehall with the rightes members and appurtenances in the Countye of Chester parcell of the ancient possessions of the Earle of Chester for the terme of divers yeeres yet enduringe to and for the onlye use and behoofe of the Kinges Majestie: And whereas theire was a composition made the xxiiijth daye of November 1624 by his Majestes Comissioners of that revenue which he had when he was Prince of Wales, to and with the saide William Trafford for a lease of all the thinges hereinafter graunted for the terme of xxxi^{tie} yeeres to comence from the Feaste of Saint Michael Tharchangell last paste before the date of the saide composition in consideration of the Fine of x$^{li.}$ and of the yeerly rente hereinafter reserved: Which lease hath bine neglected to be sued forth: Now this Indenture witnesseth that the saide Sir John Walter, Sir James Fullerton and Sir Thomas Trevor by warrant of his Majestes saide comission as well for and in consideration of the saide some of x$^{li.}$ already payde to the handes of his Majestes Receivours Generall of that revenue which was his Highnes when he was Prince for and in the name of a fine, as for the yeerly rente hereinafter reserved, have granted and to Farme letten, And by theis presentes doe graunte and to Farme lett unto the saide William Trafford: All that Hundred of Wirehall with the rightes, members and appurtenances what soever in the saide Countye of Chester and all yearly rentes certaine to the saide Hundred payeable belonginge or appurteyninge, And allsoe all and all manner of Courte leetes, viewes of Franckpledge and perquisites and profittes of the same, and allsoe all Fines and Amerciamentes made in the Turne Courtes of the Sheriffe in the Hundred afore saide, And alsoe suite at the Hundred Courte aforesaide, And alsoe Releifes, escheates, issues, lawedayes, Assisse of Breade, wine, Beere and Ale, waifes, goodes and chattells of Felons and Fugitives, felons of themselves, and putt in exigent condempned men, and outlawes, estrayes, Tolles, customes, deodandes, rightes, jurisdictions, priviledges, profittes, comodities, advantages and emolumentes whatsoever to the Hundred aforesaide belonginge or apperteyninge (except and alwayes reserved out of this present demise and graunte, all fines, issues, and amerciamentes, yeerlye and from tyme to tyme cominge, encreasinge or

renewinge in any Courte or Courtes of record besides in the Hundred Courte aforesaide or before the Justices of Assisse or before the Kinges Majestes Justices of Peace, or the Clarke of the Markett with libertye for the leavyinge and collection of the same within the Hundred aforesaide): To have and to holde the saide Hundred of Wirehall, and all and singular other the premisses with thappurtenances (except before excepted) unto the saide William Trafford his executours Administratours and Assignes from the Feaste of Saint Michael Tharchangelt last paste before the date hereof unto the full ende and terme of xxvij^{tie} yeeres, from thence next ensuinge fullye to be compleate and ended. Yeldinge and payinge and the saide William Trafford for his heires executours, administratours and assignes doeth covenant and promise to and with the said Sir John Walter Sir James Fullerton and Sir Thomas Trevor and theire Assignes by theise presentes to yeelde and paye therefore yeerely duringe the saide terme the yeerelye rente or some of xxxj^{s} viij^{d} of lawfull monye of England at twoe usuall Feastes or termes in the yeere (that is to saye) at the Feastes of Saint Michael Tharchangell and Thanunciacion of the blessed Virgin Marye by even and equall portions to be paide to the handes of his Majestes Receivor or Receivours of the premisses for the tyme beinge to his Majestes use: Provided alwayes that if the saide yeerelye rent of xxxj^{s} viij^{d} or any parte thereof shalbe behinde and unpaide after anye of the saide Feastes wherin the same ought to be payde by the space of xxiij^{tie} dayes then this presente lease and graunte to be void, and of none effect any thinge herein conteyned to the contrarye in any wise notwithstandinge. And the saide William Trafford for himselfe his heires, executors, administratours and assignes doeth covenante and graunte to and with the said Sir John Walter Sir James Fullerton and Sir Thomas Trevor and theire assignes by these presentes, That he the saide William Trafford his executours, administratours and assignes, shall and will from tyme to tyme duringe the saide terme finde and provide a sufficient Stewarde skillfull in the lawes to keepe the Courtes within the saide Hundred and shall paye to him his Fees, and shall beare and paye all chardges and expences whatsoever which shall from tyme to tyme be necessarilye expended aboute the keepinge of the

saide Courtes. And alsoe shall and will yeerleye, and everye yeere duringe the saide terme make and deliver or cause to be made and delivered unto the saide Kinges Majestie or his heires or to the comissionours of his revenue for the tyme being a true and perfec extract of all the Fines issues and amerciaments and other casualties profittes and comodityes whatsoever arysing or receaved within the saide Hundred to the end his Highnes inheritance may be therby the better knowne and preserved. And shall not doe nor suffer nor consent to be done anye acte or default whereby his Highnes right to anye of the saide casualties maye be any waies prejudiced or impared. And lastlye shall and will enroll this lease or cause the same to be inrolled before his Majestes Auditor of the premisses within sixe monthes next after the date hereof upon paine to forfeite to his Majestie his heires and successors C^{s} of lawfull monye of Englande for defaulte of such enrollment.

In witness whereof to the one parte of theise presentes remayninge in the handes of the saide William Trafford the saide Sir John Walter Sir James Fullerton and Sir Thomas Trevor by warraunte aforesaide have putt theire handes and Seales: And to the other parte of the saide Indenture remayninge in the handes of the saide Sir John Walter Sir James Fullerton and Sir Thomas Trevor the saide William Trafford have putt his hande and Seale the daye and yeere above written.

Sealed and delivered by the within named Sir JOHN WALTER in the presence of

William Wickstead.
Wm. Milles.

Sealed and delivered by the within named Sir JAMES FULLERTON in the presence of

Nich. Guille.
Ja. Natone.

Sealed and delivered [by] the within named Sir THO. TREVOR in the presence of

Ed. Harris.
William Wickstead.

No. 10

Charles II.'s Lease to John Carter, 1662

(Pipe Office, Crown Leases, No. 2859.)

Dimissio facta Johanni Carter generoso Totius illius Hundredi de Wirehall in Comitatu predicto Reddendo per annum xxxvi^s viii^d et xx^s de incremento pro xxi annis.

REX omnibus ad quos etc. Salutem. Sciatis quod nos tam pro et in consideracione Incrementi redditus inferius per presentes reservati quam pro quibusdam aliis bonis causis et consideracionibus nos ad presens moventibus de avisamento dilecti et fidelis consanguinei et consiliarii nostri Thome comitis Southampton summi Thesaurarii nostri Anglie ac etiam dilecti et fidelis consiliarii nostri Anthonii Domini Ashley Cancellarii et subthesaurarii Curie Scaccarii nostri Tradidimus Concessimus et ad firmam dimisimus ac per presentes pro nobis heredibus et successoribus nostris tradimus concedimus et ad firmam dimittimus dilecto nobis Johanni Carter generoso totum illud hundredum nostrum de Wirehall cum suis juribus membris et pertinenciis quibuscunque in comitatu nostro cestrie ac omnes certos annuales Redditus dicto Hundredo solubiles spectantes vel pertinentes ac etiam omnia et omnimoda curias letas et visus franciplegii et perquisita et proficua eorundem ac etiam omnia fines et amerciamenta facta in Curia de Turno vicecomitis in dicto Hundredo ac etiam sectam ad curiam Hundredi predicti Necnon relevia escaetas exitus dierum legalium Curias assisae panis vini cervisie et zithi waviata bona et catalla felonum et fugitivorum felonum de se et in exigendis positorum condemptnatorum et utlagatorum extrahuras tollneta custumas deodanda jura jurisdictiones privilegia proficua commoditates advantagia et emolumenta quecunque dicto Hundredo spectantia vel pertinentia Exceptis tamen semper et nobis heredibus et successoribus nostris omnino reservatis omnibus finibus exitibus et amerciamentis annuatim et de tempore in tempus provenientibus accrescentibus vel renovantibus in aliqua curia vel curiis nostris de Recordo (preter in curia Hundredi predicti) coram Justiciariis ad assisas Justiciarjis ad pacem vel coram clerico mercati

cum licencia levandi et colligendi eadem infra dictum Hundredum Que omnia et singula premissa superius per presentes dimissa sunt Parcella possessionum olim comitis Cestrie in dicto comitatu Habendum Tenendum et Gaudendum Hundredum predictum ac cetera premissa superius per presentes dimissa seu dimitti mencionata cum eorum juribus membris libertatibus et pertinenciis universis (exceptis preexceptis) prefato Johanni Carter [generoso executoribus] et assignatis suis a festo Annunciationis beate Marie Virginis ultime preterito usque ad finem termini et per terminum viginti et unius annorum extunc proxime sequentium et plenarie complendorum Reddendo inde annuatim nobis heredibus et successoribus nostris triginta unum solidos et octo denarios legalis monete Anglie (prout antea responsum fuit) necnon viginti solidos consimilis legalis monete Anglie ultra de incremento per annum ad festa sancti Michaelis Archangeli et Annunciationis beate Marie Virginis ad receptam Scaccarii nostri heredum et successorum nostrorum Westmonasterii seu ad manus vicecomitis Comitatus Cestrie predicte pro tempore existente per equales porciones Solvendos durante termino predicto Et predictus Johannes Carter pro se heredibus executoribus et assignatis suis convenit et concedit ad et cum nobis heredibus et successoribus nostris per presentes quod ipse predictus Johannes executores et assignati sui infra spacium trium annorum proxime sequentium post datam harum litterarum nostrarum Patentium et sic deinceps quolibet septimo anno durante termino predicto facient seu fieri causabunt unum particularem schedulam sive rentale vel particulare omnium reddituum et proficuorum premissorum predictum continens tam nomina et loca habitacionum omnium et quarum cunque personarum inhabitancium infra hundredum predictum de quibus predicti redditus et certitudines cum ceteris premissis predictis sive aliqua inde parcella tempore confeccionis dicti particularis schedule sive rentalis sunt vel erint solubilia et solvenda quam separalium villarum et hamlettorum de et pro quibus predicti redditus et certitudines et cetera premissa et unumquemque dictarum personarum et inhabitancium ut profertur respective tunc erint solubilia et eandem particularem schedulam sive rentale plane et distincte factam et in pergameno redactam ac manu dicti Johannis Carter executorum vel

assignatorum suorum signatam et subscriptam in officium Clerico Pipe quolibet septimo anno ut supradicitur durante predicto termino deliberabunt ibidem de Recordo remansuram quo melius et citius officiarii nostri heredum et successorum nostrorum post expiracionem dicti termini eosdem annuales redditus et incrementum redditus et quamlibet inde parcellam ad usum nostrum heredum et successorum nostrorum colligere et recipere possint et valeant Proviso semper quod si contingerit predictum annualem redditum triginta unius solidorum et octo denariorum vel predictum incrementum redditus viginti solidorum aretro fore non solutum in parte vel in toto per spacium quadraginta dierum post aliquod festum festorum predictorum quout prefertur solvi debeat, Aut si predictus Johannes Carter executores vel assignati sui non irrotulabunt seu irrotulari causabunt has litteras nostras Patentes coram Clerico Pipe vel deputato suo sufficiente pro tempore existente infra spacium sex mensium proxime sequentium post datam eorundem quod tunc et deinceps hec presens dimissio vel concessio nostra vacua sit ac pro nullo habeatur aliquo in presentibus in contrarium inde non obstante aliquo Statuto etc. In cujus etc.

F. SOUTHAMPTON.
ASHLEY.

[Endorsed] Teste, etc. apud Westmonasterium duodecimo die Maii anno regis regni Caroli Secundi quarto-decimo. xiiii.

NO. 11

Charles II.'s Lease to Thomas Dod, 1679

(PIPE OFFICE, CROWN LEASES, No. 3261.)

Comitatus Cestrie. REX omnibus ad quos etc. salutem. Cum nos per *Dimissio facta* litteras nostras Patentes confectas gerentes datam *Thome Dod de* duodecimo die Maii anno Regni nostri decimo quarto

Hundredo de Wirehall cum pertinenciis pro termino triginta et unius annorum a festo Annunciationis beate Marie Virginis 1679. *Reddendo per annum quinquaginta unum solidos et octo denarios.*

pro consideracione in eisdem expressa Tradiderimus concesserimus et ad firmam dimiserimus cuidam Johanni Carter generoso totum illud Hundredum nostrum de Wirehall [*etc. as in Carter's lease.*] Excepto prout per easdem litteras nostras patentes exceptum existit Habendum tenendum et gaudendum Hundredum predictum ac cetera premissa prefato Johanni Carter executoribus et assignatis suis a festo Annunciationis beate Marie Virginis tunc ultimo preterito usque ad finem termini et per terminum viginti et unius annorum extunc proximo sequentium et plenarie complendorum sub annuali redditu triginta unius solidorum octo denariorum necnon viginti solidos ultro de incremento prout per easdem Literas nostras Patentes, relacione adinde habita, plenius apparet, Quas quidem Litteras nostras Patentes ac cetera premissa superius mencionata cum pertinenciis ad[1] tota jus statum titulum interesse et terminum annorum adhuc venturorum de et in premissis predictis prerecitata dilectus subditus noster Randulphus Dod armiger per debitam juris formam ac sufficientem conveianciam in lege modo habens et gaudens nobis sursumreddidit et restituit cancellanda ea tamen intentione quod Nos has Litteras nostras Patentes et aliam dimissionem nostram de premissis in forma sequenti facere et concedere dignaremur, Quamquidem sursum redditionem acceptamus et allocamus per presentes. Sciatis igitur quod Nos tam pro et in consideracione sursum-redditionis predicte quam ex gratia nostra speciali certa scientia et mero motu nostris Ac pro diversis aliis bonis causis et considerationibus nos ad presens moventibus de avisamento dilecti et fidelis consanguinei et consiliarii nostri Arthuri Comitis Essex Ac etiam dilectorum et fidelium Lawrencii Hyde armigeri, Johannis Ernle militis consiliarii nostri ac Cancellarii et subthesaurarii Curie Scaccarii nostri, Edwardi Deering Barroneti et Sydnei Godolphin armigeri Commissionariorum Thesaurarii nostri Tradidimus, concessimus et ad firmam dimisimus ac per presentes pro

[1] Error for ac.

nobis heredibus et successoribus nostris tradimus concedimus et ad firmam dimittimus prefato Thome Dod generoso totum illud predictum Hundredum nostrum de Wirehall [*etc. as in Carter's lease*]. Exceptis tamen semper et Nobis heredibus et successoribus nostris omnino reservatis, [*etc. as in Carter's lease*] Habendum tenendum et gaudendum Hundredum predictum ac cetera premissa superius per presentes dimissa seu dimitti mencionata cum eorum juribus membris libertatibus et pertinenciis universis (exceptis preexceptis) prefato Thome Dod generoso executoribus et assignatis suis a festo Annunciationis beate Marie Virginis ultimo preterito ante datam harum literarum nostrarum Patentium usque ad finem termini et per terminum triginti et unius annorum extunc proximo sequentium et plenarie complendorum. Reddendo inde annuatim Nobis heredibus et successoribus nostris triginta unum solidos et octo denarios legalis moneti Anglie necnon viginti solidos comsimilis monete Anglie prout antea responsum in toto quinquaginta unum solidos et octo denarios per annum ad Receptam Scaccarii nostri heredum et successorum nostrorum Westmonasterii seu ad manum vicecomitis Comitatus predicti ad festa sancti Michaelis Archangeli et Annunciationis beate Marie Virginis per equales porciones solvendos durante termino predicto Et predictus Thomas Dod pro se heredibus executoribus et assignatis suis convenit et concedit [*etc. as in Carter's lease*]. Proviso semper quod et contigerit [*etc. as in Carter's lease*]. In cujus rei etc.

(Signed) L. HYDE.
J. ERNLE.
ED. DERING.
S. GODOLPHIN.

Examinatur per Ro. Croke Clericum Pipe.

[Endorsed] Teste etc. vicesimo quinto die Novembris Anno Regni Regis Caroli secundi Tricesimo primo. mdclxxix.

No. 12

Queen Anne's Lease to John Scorer, 1704

(Pipe Office, Crown Leases, No. 3801.)

Cestria. Dimissio facta Johanni Scorer generoso in fiducia pro Johanne Glegg filio Edwardi Glegg de Hundredo de Wirehall cum pertinentiis in comitatu predicto habendum a festo Annunciacionis beate Marie Virginis 1710 *pro termino xxv annorum reddendo per annum Lr Viij^{s}.*

REGINA omnibus ad quos etc. salutem. Sciatis quod nos tam pro et in consideracione reddituum et convencionum inferius mencionatorum et expressorum ex parte dilecti subditi nostri Johannis Scorer generosi executorum et assignatorum suorum reddendorum et performandorum quam per avisamentum predilecti et perquamfidelis Consiliarii nostri Sidney Domini Godolphin summi Thesaurarii nostri Anglie ac dilecti et fidelis Consiliarii nostri Henrici Boyle armigeri Cancellarii et Subthesaurarii Curie Scaccarii nostri Tradidimus concessimus et ad firmam dimisimus ac per presentes pro nobis heredibus et successoribus nostris tradimus concedimus et ad firmam dimittimus prefato Johanni Scorer (in fiducia pro Johanne Glegg filio Edwardi Glegg generosi executoribus et assignatis suis) totum illud Hundredum de Wirehall [*etc. as in last lease*] Exceptis tamen semper [*etc. as before*] Que premissa superius dimissa sic dimissa fuerunt Thome Dod generoso per literas patentes Domini nuper Regis Caroli Secundi [*reciting them*] Habendum tenendum et gaudendum predictum Hundredum de Wirehall cum pertinentiis quibuscunque ac cetera omnia et singula premissa superius dimissa seu dimitti mencionata cum eorum pertinentiis universis (exceptis preexceptis) prefato Johanni Scorer executoribus administratoribus et assignatis suis (in fiducia pro dicto Johanne Glegg filio Edwardi Glegg executoribus et assignatis suis) a festo Annunciationis beate Marie Virginis quod erit in anno Domini millesimo septingentesimo decimo (quo tempore terminus in dictis leteris [*sic*] patentibus superius recitatus vel mencionatus expiraturus est) usque ad finem termini et pro et durante termino viginti et quinque annorum extunc proxime sequentium et plenarie complendorum

et finiendorum. Reddendo et solvendo inde annuatim nobis heredibus et successoribus nostris annualem redditum sive summam quinquaginta et unius solidorum et octo denariorum legalis monete Anglie ad receptam Scaccarii nostri heredum et successorum nostrorum Westmonasterii seu ad manum receptoris nostri premissorum pro tempore existentis ad festa sancti Michaelis Archangeli et Annunciationis beate Marie Virginis per equales porciones durante toto termino superius concesso Ac predictus Johannes Scorer pro se heredibus executoribus administratoribus et assignatis suis convenit et concedit [*etc. as before*].

Quodque si aliquo tempore imposterum durante residuo termini adhuc venturi in dictis leteris [*sic*] patentibus domini nuper Regis Caroli secundi superius mencionati apparebit quod aliquis alius vel aliqui alii (preter prefatus Johannes [*sic*] Scorer prout executorem ultimi voluntatis et testamenti Edwardi Glegg superius nominati) habe vel habent aliquod ius sive titulum ad medietatem seu aliam partem premissorum virtute alicujus assignacionis sub dictis literis patentibus superius mencionatis quod tunc prefatus Johannes Scorer executores administratores vel assignati sui super demanda assignabit vel assignabunt tali persone sive personis similem partem premissorum pro termino superius per presentes concesso tali persona sive personis solventibus ratam et proportionem suam feodorum et expensarum per prefatam Johannem Scorer erogatorum et expenditorum in obtencione harum literarum nostrarum patentium et proporcionem suam redditus superius reservati et performando convenciones in eisdem contentas Proviso tamen semper quod si contigerit [*etc.*] In cujus rei etc.

GODOLPHIN.
H. BOYLE.

Examinatur per Antonium Anderson Clericum Pipe deputatum.
John Scorer—transcriptum.

[Endorsed] Teste summo Thesaurario Anglie apud Westmonasterium duodecimo die Decembris anno regni Regine Anne tertio. 1704.

No. 13

George II.'s Lease to John Glegg, 1734

(Pipe Office, Crown Leases, No. 4373.)

County Palatine of Chester. A demise to John Glegg Esquire of the Custody of the Hundred of Wirehall in the said County and of the Courts and other perquisites there To hold from Lady Day one thousand seven hundred and thirty five for twenty nine years at the yearly rent of fifty one shillings and eight pence.

THE King to all to whom etc. Greeting. Know yee that wee as well for and in Consideration of the yearly rent in and by these presents reserved and of the proviso's and agreements herein conteyned, As also by and with the advice of our Right trusty and well beloved Councellor Sir Robert Walpole Knight of the most noble order of the Garter first Commissioner of our Treasury of Great Britain and Chancellor and under Treasurer of our Exchequer and of our trusty and well beloved George Dodington Esquire Sir George Oxenden Baronet William Clayton Esquire and Sir William Yonge Knight of the Bath and Baronet Comissioners of our said Treasury Have Demised Granted and to farm letten and by these presents for our Self our heirs and successors Do Demise Grant and to farm lett unto John Gegg [*sic*] Esquire The farm or Custody of all that our hundred of Wirehall with its rights members and appurtenances whatsoever in our County Palatine of Chester and all those Certainties or certain yearly rents to the said Hundred or to us in right of the said Hundred payable belonging or apperteyning And also all and all manner of Courts Leet Views of Frank pledge together with the perquisites and profits of the same And also all fines and amerciaments made sett or imposed in the Courts of Sheriffs Turn and Hundred Court within the said Hundred and suit to the said Court or Courts And also all Releifs Eschaeats Law Dayes Courts Assises of Bread and Wine Beer and Ale Waifes Estrays Goods and Chattels of Felons and Fugitives Felons of themselves persons put or to be put in exigent and of persons Condemned or Outlawed Tolls Customs Deodands Rights Jurisdictions priviledges profitts Comodities Advantages and Emoluments

whatsoever to the said Hundred belonging or in any wise apperteyning Excepting nevertheless and always reserving to us our heirs and successors out of this our present Grant and Demise all Fines Issues and Amerciaments yearly and from time to time arising growing or renewing in any of our Court or Courts of Record (other than and beside the said Hundred Court) or before our Justices at the Assises Justices of the Peace or Clerk of the Market or any of them for the time being together with full and free liberty power and authority by our Officers or servants of leving and collecting all and every the said Fines Issues and Amerciaments from time to time within the Hundred aforesaid Which said Hundred and premisses hereby demised were lately demised to Peter Storer [*sic*] gentleman in trust for the said John Glegg his Executors and assignes by Letters Patent of her late Majesty Queen Anne under the Seal of her Exchequer bearing Date at Westminster the twelfth day of December in the third year of her reigne To Hold (except as in the said Letters Patent were excepted) to the said Peter Storer his Executors Administrators and assignes in trust as aforesaid from the Feast of the Anunciation of the Blessed Virgin Mary in the year of our Lord one thousand seven hundred and ten for the term of twenty five years from thence next following and fully to be compleat and ended at and under the yearly rent of fifty one shillings and eightpence as in and by the said Letters Patent or the Inrollment thereof may more fully and at large appear To have hold and enjoy the said Hundred of Wirehall and all and singular the premisses in and by these presents granted and Demised or meant mentioned or intended to be granted and Demised with their and every of their Rights members and appurtenances whatsoever (except as herein is before excepted) unto the said John Glegg his Executors Administrators and assignes for during and untill the full end Term and Time of twenty nine years to Comence and be computed from the twenty fifth day of March which will be in the year of our Lord one thousand seven hundred and thirty five (at which time the said Term of twenty five years granted to the said Peter Storer in trust as aforesaid will end and expire) and from thence forth next following and fully to be compleat and ended Rendering and paying therefore yearly to us our heirs

and successors the yearly rent or sum of Fifty one shillings and eight pence of lawfull money of Great Britain as hath been heretofore reserved and paid for and out of the said premisses the said rent to be paid at the Receipt of our Exchequer at Westminster or to the handes of our Receiver of the said premisses for the time being at or upon the Feasts or Feast days of Saint Michael the Archangel and the Anunciation of the Blessed Virgin Mary in every year by even and equall half yearly portions or payments during the said whole term of twenty nine years in and by these presents granted as aforesaid the first payment thereof to begin and be made at or upon the said Feast of Saint [Michael] the Archangel in the said year One thousand seven hundred and thirty five And the said John Glegg for himself his Heirs Executors Administrators and Assignes Doth Covenant promise grant and agree to and with us our heirs and successors by these presents that he they or some or one of them within the space of three years next after the commencement of the said Term hereby granted and so afterwards in every seventh year during the said whole Term shall and will make and deliver or cause and procure to be made and delivered to our Auditor of the said County Palatine of Chester or his sufficient Deputy for the time being a True and perfect extract Rentale or particular of all the Rents and profits of the said Hundred and premisses fairly ingrossed in Parchment to remain for our future Service and Benefit Conteyning as well the Names of all the several towns villages and hamletts of and within the Libertyes and Franchises of the said Hundred as the names and places [of] abode of all the severall Tenants Inhabitants and persons within the said Hundred by or from whom the said rents and profits and every of them are may or shall be paid or shall or may from time to time severally become due or payable to the said John Glegg his executors administrators and assignes by vertue of these presents or anything herein conteyned Provided always that all and every assignement and assignements which shall or may at any time hereafter be made of these our Letters Patent or of the said premisses herein and hereby granted and Demised shall be inrolled before our Auditor of the said County Palatine of Chester for the time being within the space of six months next following after the Date of every such assignment

respectively or therewise [*sic*] for want or on default of such Inrollment every such assignement shall be void or of no effect Provided also that if the said yearly Rent or Sum of fifty one shillings and eight pence in and by these presents reserved as aforesaid or any part thereof shall happen to be in arrear and unpaid by and During the Space of sixty Dayes next after either or any of the said Feasts or Feast Dayes at or upon which the same ought to be paid as aforesaid or if these our Letters Patent shall not be inrolled before our said Auditor of the County aforesaid and a minute or Docquett thereof entred in the Office of our Surveyor Generall of our Land Revenue for the time being within the Space of six months next ensuing the date of these presents that then and from thenceforth in any such case respectively or on any such Default this our present Grant and Demise shall and may be and be accounted null void and of no force or effect Any thing in these presents Contained to the contrary thereof in any wise notwithstanding. In witness etc.

R. WALPOLE.
GEO. DODINGTON.
WM. CLAYTON.

Examined by Robt. Gardner Dep. Clerke of the Pipe.

[Endorsed] Witness etc. at Westminster the third day of April in the Vijth year of the reign of King George the second. 1734.

No. 14

George II.'s Lease to John Glegg, 1759

(PIPE OFFICE, CROWN LEASES, No. 5099.)

County Palatine of Chester. A Demise to John Glegg Esquire of

GEORGE the Second by the Grace of God of Great Britain France and Ireland King Defender of the faith and so forth To all to whom these our Letters Patent shall come Greeting Know ye that we for and in

all that Hundred of Wirehall with its Rights Members and Appurtenances and all yearly Rents to said Hundred belonging and other the Premises and Perquisites thereunto appertaining in the County aforesaid To Hold from the Fifth Day of April One Thousand Seven Hundred and Sixty Four for a term of Twenty five Years at the yearly Rent of

£ s. d.
ij. xj. viij.

Consideration of the Yearly Rent herein after reserved and of the Covenants Conditions and Agreements herein contained And also by and with the Advice of our dearly beloved Cousin and Councellor Thomas Holles Duke of Newcastle, Knight of the most noble Order of the Garter, and first Commissioner of our Treasury of Great Britain, and of our trusty and well beloved Henry Bilson Legge Esquire Chancellor and under Treasurer of our Exchequer, Robert Nugent Esquire, William Earl of Besborough, and James Grenville Esquire Commissioners of our said Treasury Have Demised Granted and to Farm letten and by these presents for ourself our Heirs and Successors Do Demise Grant and to Farm let unto John Glegg Esquire All that Hundred of Wirehall [*etc. as in last lease*] Excepting nevertheless and always reserving [*as before*] Which said Hundred and Premises are Parcel of the Possessions of the Revenues of our Crown of England and were Demised to John Glegg Esquire by us by our Letters Patent [*reciting the last lease*] To Have Hold and enjoy the said Hundred and Premisses above mentioned with their and every of their Rights Members and Appurtenances whatsoever (Except as before Excepted) to the said John Glegg his Executors Administrators and Assigns from the Fifth day of April which will come and be in the year of our Lord One Thousand Seven hundred and Sixty-four (when and at which Time according to the New Style or Method of Computation of Time now used the above Recited Term of Twenty nine years will end and expire) for during and untill the full end and Term of Twenty five Years from thenceforth next ensuing and fully to be compleat and ended Rendering and paying therefore Yearly and every Year to us our Heirs and Successors for and out of the said Demised Premises the Yearly Rent or Sum of Fifty one shillings and Eight Pence of lawful money of Great Britain [*etc. as before*] And the said John Glegg for

himself his Heirs Executors Administrators and assigns Doth covenant Promises grant and Agree [*to deliver a Schedule, etc., as before and*] that he the said John Glegg his Executors Administrators or Assigns at the end or other Determination of the said Term shall and will Peaceably and quietly leave surrender and yield up the said hereby demised premises to us our Heirs and Successors. [*Proviso for enrolment and in default of payment of rent, etc., as before*] In witness whereof we have caused these our Letters to be made Patent, Witness our above named right trusty and well beloved Commissioners of our Treasury aforesaid at Westminster the Thirtieth Day of March In the Thirty second year of our Reign One thousand seven hundred and fifty nine.

H. B. LEGGE.
R. NUGENT.
BESSBOROUGH.
J. GRENVILLE.

To pass without fine.
Ed. W. Woodcock deputy Clerk of the Pipe.

[Endorsed] County Palatine of Chester.
A demise to John Glegg Esquire.
Dated 30th March 1759.

NO. 15

Assignment of the Hundred of Wirral to John Glegg, 1768

(ENROLLED LAND REVENUE, VOL. XVI.)

Assignment from Frances Glegg widow to John Glegg Esquire of the Hundred of Wirehall with the appurtenances.

INDENTURE made the 6th August 1768 between Frances Glegg of Great Neston in the County of Cheshire widow and relict of John Glegg late of Great Neston Esquire deceased of the one part and John Glegg of Irby in the said County Esquire, son and heir of the said John Glegg on the other part [*Reciting the lease of* 1759, *the death of John Glegg and probate of his*

will, and agreement to assign. ASSIGNMENT in consideration of 10*s. of All the Hundred of Wirehall etc. with usual Covenants and indemnity*].

FRANCES GLEGG.
JOHN GLEGG.

Signed, sealed and delivered in the presence of:—

Edward Wrench.
Sarah Wrench.

Inrolled 9th November 1768.

No. 16

George III.'s Lease to John Glegg, 1786

(PIPE OFFICE, CROWN LEASES, No. 6012.)

County Palatine of Chester. A Demise to John Glegg Esquire of the Hundred of Wirehall with its rights, members and appurtenances in the said County Palatine To hold for a Reversionary Term of 27 *years from the* 5*th day of April* 1789 *At the yearly rent of* £2, 11*s*, 8*d. To pass without Fine.*

GEORGE the Third by the Grace of God of Great Britain France and Ireland King Defender of the faith and so forth To all to whom these our Letters Patent shall come Greeting Know ye that we for and in consideration of the Yearly Rent hereinafter reserved and of the Covenants Conditions and Agreements herein contained and also by and with the advice of our right trusty and well beloved William Pitt First Commissioner of our Treasury of Great Britain and Chancellor and Undertreasurer of our Exchequer and of our trusty and well beloved John Buller Senior James Graham Esquire (commonly called Marquis of Graham) Edward James Eliot and John Aubrey Esquires Commissioners of our said Treasury Have Demised Granted and to Farm Letten And by these presents for Ourself our Heirs and Successors Do Demise Grant and to Farm Lett unto our beloved subject John Glegg of Neston in our County of Chester Esquire All that the Hundred of Wirehall [*etc. From this point onwards this Lease is, mutatis mutandis, the same as the last.*] To have hold and enjoy

the said Hundred and all and singular other the premises hereinbefore mentioned to be hereby demised with their and every of their rights members and appurtenances (except as hereinbefore is mentioned to be excepted) unto the said John Glegg his Executors Administrators and Assigns from the Fifth day of April which will be in the year of our Lord One Thousand seven hundred and eighty nine (at which time the said term of Twenty five years in and by the said recited Letters Patent of our said late royal Progenitor Granted of and in the same premises will end and expire) for and during and unto the full End and Term of Twenty seven years in reversion from thenceforth next ensuing and fully to be complete and ended Rendering and paying therefore [£2, 11s. 8d. *etc. as before.*] And the said John Glegg for himself his heirs Executors and Administrators doth covenant [*etc. with the same clauses as before.*] In Witness whereof We have caused these our Letters to be made patent. Witness our above named right trusty and well beloved Commissioners of our Treasury aforesaid at Westminster the eighth day of April in the Twenty sixth year of our Reign One thousand seven hundred and eighty six.

W. PITT.
ED. J. ELIOT.
JOHN AUBREY.

No. 17

The Crown Grant of the Hundred of Wirral to John Williams, 1820

(ENROLMENT BOOKS, LAND REVENUE, VOL. XVIII. FOL. 35.)

By the Commissioners of His Majesty's Woods, Forests and Land Revenues.

THESE are to certify that in pursuance of a Warrant from the Right Honourable the Commissioners of His Majesty's Treasury of the United Kingdom of Great Britain and Ireland, bearing date the 8th. day of February 1820, William Dacres Adams and Henry Dawkins Esqrs., two of the Commissioners of His Majesty's Woods Forests and Land Revenues for and on behalf of the King's Most Excellent Majesty, have

contracted and agreed with John Williams of Liverpool in the County of Lancaster Esquire, for the sale to the said John Williams of ALL that the Hundred of Wirehall with its rights members and appurtenances whatsoever, in the County Palatine of Chester and all those certainties or certain yearly rents to the said Hundred, or to His Majesty in right of the said Hundred, belonging or appertaining; And also all and all manner of Courts Leet, Views of Frankplege, together with the perquisites and profits of the same; And also all fines or amerciaments made set or imposed in the Courts of Sheriff's Turn and Hundred Court within the said Hundred, and Suit to the said Court or Courts, and also all reliefs, escheats, law days, Courts, Assizes of Bread and Wine Beer and Ale, Treasure Trove, Waifs, Wrecks, Estrays, Goods and Chattels of Felons, Fugitives, Felons of themselves, persons put or about to be put in exigent, and of persons condemned or outlawed, Tolls, Customs, Deodands, Royal Fish, Rights, Jurisdictions, Privileges, Profits, Commodities, Advantages and Emoluments whatsoever, to the said Hundred belonging, or in any wise appertaining And the reversion and reversions, remainder and remainders, of all and singular the said premises and every part and parcel thereof, (*a*) Excepting nevertheless and always reserving to His Majesty his heirs and Successors all Fines Issues and Amerciaments yearly and from time to time arising growing or renewing in any Court or Courts of Record (other than and beside the said Hundred Court) or before the Justices at the Assizes Justices of the Peace or Clerk of the Market or any of them for the time being together with full and free liberty power and authority by His Majesty's Officers or servants of levying and collecting all and every the said Fines Issues and Amerciaments from time to time within the Hundred aforesaid (*b*) Which said Hundred and premises are parts of the possessions and land revenues of or belonging to the Crown within the survey of the Exchequer in England, and were last demised by His late Majesty King George III. by letters patent under the Seal of the Court of Exchequer bearing date the 8th. day of April 1786. to John Glegg of Neston in the County of Chester, Esquire, to hold, except as therein was excepted, for a then reversionary term of twenty-seven years from the 5th. April 1789 at a yearly or annual rent (*c*) of Two pounds eleven

shillings and eight pence (*d*) payable as therein mentioned, which term expired on or about the 5th. day of April 1816, at or for the price or survey of Two hundred and thirty (*e*) pounds of lawful money of Great Britain to be paid by the said John Williams into the Bank of England, and carried to the account of the Commissioners of His Majesty's Treasury, and from and immediately after the payment of the said sum in manner aforesaid and the enrolment of this Certificate and the receipt for the said purchase money in the Office of the Auditor of the Land Revenue for the County aforesaid, and thenceforth for ever the said John Williams and his heirs and assigns shall be judged deemed and taken to be in the actual seisin and possession of the said premises so by him purchased and shall hold and enjoy the same peaceably and quietly and in as full and ample a manner to all intents and purposes as His Majesty, his heirs and successors might or could have held or enjoyed the same, (excepting as hereinbefore is excepted). By force and virtue of An Act of Parliament passed in the 56th. year of the reign of His Majesty King George the Third (Cap. 115) intituled An Act for ratifying the purchase of the Claremont Estate, and for settling the same as a Residence of Her Royal Highness the Princess Charlotte Augusta, and His Serene Highness Leopold George Frederick Prince of Cobourg of Saalfield. Given under the hands of the said Commissioners of His Majesty's Woods Forests and Land Revenues, the 8th. day of April 1820.

WM. DACRES ADAMS.
HENRY DAWKINS.
Two of the Commissioners of His Majesty's Woods, Forests, and Land Revenues.

Witness to the signing by the above named
William Dacres Adams and Henry Dawkins.

JAMES PILLAR,
Secretary in the Land Revenue Department.

(*a*) The words from (*a*) to (*b*) and from (*c*) to (*d*) are omitted from the copy in Mortimer's "History of Wirral."
(*e*) £500 in Mortimer.

Received the 8th. day of April 1820 of and from the above named John Williams the sum of Two hundred and thirty pounds of lawful money of Great Britain being the consideration money expressed in the above written certificate.

Witness my hand
For the Governor and Company of the Bank of England,

T. TRIQUET, *Cashier.*

£230. 0. 0.

Inrolled the 10th. day of April 1820.

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